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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. September 24, 2013

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on September 17, 2013

II. CONSENT AGENDAS (ITEMS 1 THROUGH 20)

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 20)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated September 23, 2013.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

| <u>Renewal</u> | <u>2013</u> | <u>(Consumption off Premises)</u> |
|----------------|-------------------|-----------------------------------|
| Andrea Lazenby | Wal-Mart #5860*** | 9831 East Harry |
| Andrea Lazenby | Wal-Mart#5990*** | 2111 North Amidon |
| Andrea Lazenby | Wal-Mart#5991*** | 3137 South Seneca |

***Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Paving Improvements to Serve Hunter’s Third Addition. (District I)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.

- a. Community Events - Wichita Veterans Day Parade Post Parade Event. (Districts I and VI)
- b. Community Events - 2013 Susan G. Komen Wichita Race for the Cure. (District II)
- c. Community Events - Delano Block Party. (District IV)
- d. Community Events - Downtown Neighborhood Trunk or Treat. (District IV)
- e. Community Events - Tallgrass Film Festival. (District VI)
- f. Community Events – Step Out Walk to Stop Diabetes. (District VI)
- g. Community Events - Prairie Fire Marathon Setup. (District I)
- h. Community Events – Prairie Fire Half Marathon.
- i. Community Events – Prairie Fire Marathon and Fun Run.
- j. Community Events – Prairie Fire Marathon 5K. (Districts I and VI)
- k. Community Events – Food at the Fountains. (District I)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Agreements/Contracts:

- a. Renewal of the Contract – Kansas Department of Health and Environment Air Quality Program Grants.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Design Services Agreement:

- a. Design Service Agreement for Woods North Third Addition. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

8. Change Order:

- a. Change Order No. 2 for Improvements to Serve Frontgate Addition. (District II)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

9. Property Acquisitions:

- a. Partial Acquisition of 10603 East Kellogg for the Improvement of the Kellogg Avenue, US Highway 54 from Cypress to Chateau. (District II)
- b. Partial Acquisition of 2535 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)
- c. Partial Acquisition of 947 North Hillside for the Redbud Multi-Use Path, Interstate 135 to Oliver. (District I)
- d. Partial Acquisition of 4401 East 17th Street for the Redbud Multi-Use Path, Interstate 135 to Oliver. (District I)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

10. Minutes of Advisory Boards/Commissions

Historic Preservation Board, August 12, 2013

Board of Building Code Standards and Appeals, August 5, 2013

Wichita Airport Advisory Board, August 5, 2013

Wichita Public Library, August 20, 2013

Metropolitan Area Building and Construction Department, August 13, 2013

RECOMMENDED ACTION: Receive and file.

11. Report on Claims for August 2013.

RECOMMENDED ACTION: Receive and file.

12. Payment for Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$25,500 as full settlement of all possible claims arising out of the events which are the subject of this claim and adopt the bonding resolution.

13. 2013 Internet Crimes Against Children (ICAC) Grant and Agreement.

RECOMMENDED ACTION: Approve the 2013 Internet Crimes Against Children (ICAC) Grant in the amount of \$128,067 and the Agreement between the City of Wichita and Sedgwick County and authorize the necessary signatures.

14. Emergency Replacement of the Chiller at Fire Station No. 1. (District VI)

RECOMMENDED ACTION: Ratify the City Manager's emergency approval of the repairs and authorize the necessary signatures.

15. Purchase of Transit Exterior Bus Wash System.

RECOMMENDED ACTION: Approve the selection of Ross and White Company and authorize the Purchasing Manager to enter into a contract in the amount of \$186,065 for the removal and installation of the exterior Bus Wash System, and adopt the bonding resolution.

16. Second Reading Ordinances: (First Read September 17, 2013)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

17. *ZON2013-00018 – Zone change from SF-5 Single-Family Residential (SF-5) to Two-Family Residential (TF-3) on property generally located north of 55th Street South and west of Seneca Street. (District IV)

RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the zone change contingent upon Park Board approval, subject to platting within one year of the governing body approval and instruct the Planning Department to forward the ordinance for first reading when the plat is complete (simple majority required).

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

18. *2013-2014 Work Plan/Agreement - U.S. Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services.

RECOMMENDED ACTION: Approve the Agreement and authorize the necessary signatures.

19. *Air Capital Terminal 3 (ACT 3) - Supplemental Agreement No. 22, Terminal Design Amendment - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the supplemental agreement and authorize the necessary signatures.

20. *Electrical Equipment and Cabling, Substation A Improvements, Package 25 - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the budget adjustment and authorize the necessary signatures.

Wichita, Kansas
September 23, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Robert Hovenkamp, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated September 16, 2013 were read and on motion approved.

Bids were opened September 20, 2013, pursuant to advertisements published on:

Water Distribution System to serve Mission Addition (north of Central, east of Hoover) (448-90597/735494/470167) Does not affect existing traffic. (District IV)

Visual Systems Inc. dba Brad Dody Construction - \$9,359.00

Hoover Court (Lots 4 & 15, Block 2, Parcels A-E), from Hoover Avenue, west to and including the cul-de-sac to serve Airport Industrial Park Addition (south of Harry, west of Hoover) (472-85067/766289/490307) Traffic to be maintained during construction using flagpersons and barricades. (District IV)

Kansas Paving Company - \$204,377.40

Water Distribution System 448-90558(735475); Lateral 37, Main 2, Southwest Interceptor Sewer; 468-848259744334); Storm Water Drain #385 468-84826; (751507) Washington Street 472-85050(766279) Southfork Addition.

Bids Rejected

The Purchasing Manager recommended that the contract be awarded/rejected as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded/rejected as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:
Interior Restroom, ADA Upgrades and Reroofing.**

Bauer and Son Construction Company Inc. - \$121,300.00 Base Bid – Group 1
\$135,000.00 Alternate 1 – Group 2

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:
Tow Behind Brush Chipper.**

KC Bobcat - \$41,058.00

**VARIOUS DEPARTMENTS, BOARDS AND AGENCIES: Mat, Mop, Towel and Fender
Cover Rental.**

Aramark Uniform and Career Apparel Group Inc.* - \$12,780.50 (Corrected Total)

*Estimate – Contract approved on unit cost basis; refer to attachments.

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:
Nozzles, Fittings and Adaptors-Fire Department.**

Defer one week

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: September 23, 2013

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**September 20, 2013**

Water Distribution System to serve Mission Addition – Public Works & Utilities Department/Engineering Div.

Visual Systems, Inc. dba Brad Dody Construction **\$9,359.00**

Paving – Hoover Court (south of Harry, west of Hoover) – Public Works & Utilities Dept./Engineering Division

Kansas Paving Company **\$204,377.40**

Water Distribution System; Lateral 37, Main 2, Southwest Interceptor Sewer; Storm Water Drain #385;

Washington Street to serve Southfork Addition – Public Works & Utilities Department/Engineering Division

(All Bids Rejected)**PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER****September 20, 2013**

Interior Restroom Remodel, ADA Upgrades and Re-Roofing at Osage Park Recreation Center – Public Works & Utilities Department/Fleet & Facilities Division

Bauer & Son Construction Co., Inc. **Base Bid - Group 1** **\$121,300.00****Group 2, Alternate 1 (Add)** **\$135,000.00**

Tow Behind Brush Chipper – Public Works & Utilities Department/Fleet & Facilities Division

KC Bobcat **\$41,058.00**

Mat, Mop, Towel & Fender Cover Rental – Various Departments, Boards & Agencies (See Exhibit B for Itemized Pricing in the Formal Bid Report)

Aramark Uniform & Career Apparel Group, Inc. (Corrected Total) **\$12,780.50**

Nozzles, Fittings and Adaptors - Fire Department – Public Works & Utilities Department/Fleet & Facilities Div.

(Defer to September 30, 2013)**ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.**


Melinda A. Walker
Purchasing Manager

WATER BID TABULATION SUMMARY

BOARD OF BIDS - September 20, 2013

RQ#340828

| FB#340177 | | Engineer's Construction Estimate | B-2 Excavating | Duling Construction | Mies Construction |
|----------------------------------|----------|----------------------------------|-----------------------|---------------------------------------|--|
| Water Distribution System | | \$54,275.00 | \$10,530.00 | \$11,839.00 | \$10,000.00 |
| Mission Addition | BID BOND | | X | | |
| 448-90597 | ADDENDA | 0 | | | |
| (735494) | | | | | |
| | | | | | |
| | | Engineer's Construction Estimate | McCullough Excavation | Forshee Plumbing | Utilities Plus |
| Water Distribution System | | \$54,275.00 | \$15,950.00 | \$10,957.25 | \$14,396.00 |
| Mission Addition | BID BOND | | | X | |
| 448-90597 | ADDENDA | 0 | | | |
| (735494) | | | | | |
| | | | | | |
| | | Engineer's Construction Estimate | Danco Enterprises | Stannard Construction d/b/a WB Carter | Visual Systems, Inc. DBA Brad Dody Construction |
| Water Distribution System | | \$54,275.00 | \$20,625.00 | \$14,490.00 | \$9,359.00 |
| Mission Addition | BID BOND | | X | X | X |
| 448-90597 | ADDENDA | 0 | | | |
| (735494) | | | | | |
| | | | | | |
| | | Engineer's Construction Estimate | | | |
| Water Distribution System | | \$54,275.00 | | | |
| Mission Addition | BID BOND | | | | |
| 448-90597 | ADDENDA | 0 | | | |
| (735494) | | | | | |

CHECKED BY: KD

REVIEWED BY: [Signature]

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - September 20, 2013

RQ#340829

| | | | | | |
|----------------------------------|----------|----------------------------------|-------------------|-----------------------|---------------------|
| FB#340178 | | Engineer's Construction Estimate | APAC - Kansas Inc | Barkley Construction | Cornejo & Sons, LLC |
| Hoover Court | | \$233,452.00 | | | \$210,314.00 |
| (south of Harry, west of Hoover) | BID BOND | | | | |
| | ADDENDA | 1 | | | |
| 472-85067 (766289) | | | | | |
| | | Engineer's Construction Estimate | Dondlinger & Sons | Kansas Paving Company | Danco Enterprises |
| Hoover Court | | \$233,452.00 | | \$204,377.40 | \$222,453.00 |
| (south of Harry, west of Hoover) | BID BOND | | | | X |
| | ADDENDA | 1 | | | |
| 472-85067 (766289) | | | | | |
| | | Engineer's Construction Estimate | | | |
| Hoover Court | | \$233,452.00 | | | |
| (south of Harry, west of Hoover) | BID BOND | | | | |
| | ADDENDA | 1 | | | |
| 472-85067 (766289) | | | | | |
| | | Engineer's Construction Estimate | | | |
| Hoover Court | | \$233,452.00 | | | |
| (south of Harry, west of Hoover) | BID BOND | | | | |
| | ADDENDA | 1 | | | |
| 472-85067 (766289) | | | | | |

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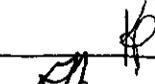
WATER BID TABULATION SUMMARY

BOARD OF BIDS - September 20, 2013

RQ#340768

| FB#340163 | | Engineer's Construction Estimate | Dondlinger & Sons | Duling Construction | Mies Construction |
|--|----------|----------------------------------|-----------------------|---------------------------------------|-------------------|
| Water Distribution System 448-90558 (735475) | Group 1 | | \$174,368.50 | | \$124,980.00 |
| Lateral 37, Main 2, Southwest Interceptor Sewer 468-84826 (744334) | Group 2 | | \$186,653.75 | | \$207,655.00 |
| Storm Water Drain #385 468-84826 (751507) | Group 3 | | \$2,217,217.32 | | \$1,962,714.32 |
| Washington Street 472-85050 (766279) | Group 4 | | \$698,923.35 | | \$824,536.00 |
| Southfork Addition | BID BOND | | X | | X |
| | ADDENDA | 9 | | | |
| BID TOTAL | | | 3,277,162.92 | | 3,119,885.32 |
| | | Engineer's Construction Estimate | McCullough Excavation | Nowak Construction | Utilities Plus |
| Water Distribution System 448-90558 (735476) | Group 1 | | | \$136,400.19 | |
| Lateral 37, Main 2, Southwest Interceptor Sewer 468-84826 (744334) | Group 2 | | | \$173,574.69 | |
| Storm Water Drain #385 468-84826 (751507) | Group 3 | | | \$2,034,796.79 | |
| Washington Street 472-85050 (766279) | Group 4 | | | \$773,721.96 | |
| Southfork Addition | BID BOND | | | X | |
| | ADDENDA | 9 | | | |
| BID TOTAL | | | | 3,118,493.63 | |
| | | Engineer's Construction Estimate | Wildcat Construction | Stannard Construction d/b/a WB Carter | |
| Water Distribution System 448-90558 (735475) | Group 1 | | \$154,659.50 | | |
| Lateral 37, Main 2, Southwest Interceptor Sewer 468-84826 (744334) | Group 2 | | \$151,309.00 | | |
| Storm Water Drain #385 468-84826 (751507) | Group 3 | | \$2,201,568.30 | | |
| Washington Street 472-85050 (766279) | Group 4 | | \$754,302.10 | | |
| Southfork Addition | BID BOND | | X | | |
| | ADDENDA | 9 | | | |
| BID TOTAL | | | 3,261,838.90 | | |
| | | Engineer's Construction Estimate | | | |
| Water Distribution System 448-90558 (735475) | Group 1 | | | | |
| Lateral 37, Main 2, Southwest Interceptor Sewer 468-84826 (744334) | Group 2 | | | | |
| Storm Water Drain #385 468-84826 (751507) | Group 3 | | | | |
| Washington Street 472-85050 (766279) | Group 4 | | | | |
| Southfork Addition | BID BOND | | | | |
| | ADDENDA | 9 | | | |
| BID TOTAL | | \$0.00 | | | |

REJECT BIDS

CHECKED BY: 
 REVIEWED BY: 



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Bid Results

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

**Solicitation: FB340174 Interior RR, ADA
Upgrades & Reroofing**

Close Date/Time: 9/20/2013 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Responses: 3

| Vendors | Complete | Bid Total | City Comments |
|---|----------|--------------|---|
| BAUER & SON CONSTRUCTION CO INC | Complete | \$256,300.00 | Award 9-24-13 Base Bid with Alternate 1 Public Works & Utilities Dept/Fleet & Facilities Division |
| SUTHERLAND BUILDERS INC | Complete | \$274,300.00 | |
| CARO CONSTRUCTION CO INC | Complete | \$296,900.00 | |

BIDS WITHIN ARCHITECT ESTIMATE

Architect's Estimate \$417,300.00

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Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes bids by the totals for each group listed on the solicitation.

Vendor Group Line
Solicitation: FB340174 Interior RR, ADA Upgrades & Reroofing

Close Date/Time: 9/20/2013 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Responses: 3

Go to:

Group 1

| Vendors | Complete | Group Total Net Bid |
|--|-----------------|----------------------------|
| <u>BAUER & SON CONSTRUCTION CO INC</u> | Complete | \$121,300.00 |
| <u>CARO CONSTRUCTION CO INC</u> | Complete | \$128,000.00 |
| <u>SUTHERLAND BUILDERS INC</u> | Complete | \$134,400.00 |

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Group 2

| Vendors | Complete | Group Total Net Bid |
|--|-----------------|----------------------------|
| <u>BAUER & SON CONSTRUCTION CO INC</u> | Complete | \$135,000.00 |
| <u>SUTHERLAND BUILDERS INC</u> | Complete | \$139,900.00 |
| <u>CARO CONSTRUCTION CO INC</u> | Complete | \$168,900.00 |

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Bid Results

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB340174 Interior RR, ADA Upgrades & Reroofing

Close Date/Time: 9/20/2013 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Responses: 3

Go to: 001

Line 001 Base Bid: Labor, Material, and Equipment for Kitchen and Changing Room Upgrades (Project A) at Osage Park Recreation Center, 2121 W. 31st Street South as per Drawings and Specifications.

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|---------------------------------|-----|----------|---------------|---------------|----------|--|
| BAUER & SON CONSTRUCTION CO INC | 1 | Lump Sum | \$53,400.0000 | \$53,400.00 | Complete | Completion of entire project is 120 day per bid documents. |
| CARO CONSTRUCTION CO INC | 1 | Lump Sum | \$61,000.0000 | \$61,000.00 | Complete | |
| SUTHERLAND BUILDERS INC | 1 | Lump Sum | \$67,900.0000 | \$67,900.00 | Complete | |

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Line 002 Base Bid: Labor, Material, and Equipment for Interior Restroom and ADA Upgrades and Reroofing (Project B) at Osage Park Recreation Center as per Drawings and Specifications.

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|---------------------------------|-----|----------|---------------|---------------|----------|--|
| SUTHERLAND BUILDERS INC | 1 | Lump Sum | \$66,500.0000 | \$66,500.00 | Complete | |
| CARO CONSTRUCTION CO INC | 1 | Lump Sum | \$67,000.0000 | \$67,000.00 | Complete | |
| BAUER & SON CONSTRUCTION CO INC | 1 | Lump Sum | \$67,900.0000 | \$67,900.00 | Complete | Completion of entire project is 120 day per bid documents. |

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Line 003 Add Alternate No. 1: Labor, Material, and Equipment to Provide Additional Scope of Work for the Reroofing, Exterior Painting, and Gutter/Downspout Portlons of Work Described on Sheets A3 and A4 of the Drawings and Specifications.

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|---------------------------------|-----|----------|----------------|---------------|----------|--|
| BAUER & SON CONSTRUCTION CO INC | 1 | Lump Sum | \$135,000.0000 | \$135,000.00 | Complete | Completion of entire project is 120 day per bid documents. |
| SUTHERLAND BUILDERS INC | 1 | Lump Sum | \$139,900.0000 | \$139,900.00 | Complete | |
| CARO CONSTRUCTION CO INC | 1 | Lump Sum | \$168,900.0000 | \$168,900.00 | Complete | |

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Bid Results

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line
Solicitation: FB340175 **Tow Behind Brush Chipper**

Close Date/Time: 9/20/2013 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Responses: 2

| Vendors | Complete | Bid Total | City Comments |
|---|-------------|-------------|--|
| KC BOBCAT | Complete | \$41,058.00 | Award 09/24/2013 Public Works & Utilities Department/Fleet & Facilities Division |
| D & D EQUIPMENT & SALES | In-Complete | \$0.00 | |

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line
Solicitation: FB340176 **Mat, Mop, Towel & Fender Cover Rental** **Close Date/Time: 9/20/2013 10:00 AM CST**

Solicitation Type: Formal Bid [Return to the Bid List](#)
Award Method: Aggregate Cost
Department: Purchasing Department **Responses: 2**

| Vendors | Complete | Bid Total | City Comments |
|--|----------|-------------|---|
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | Complete | \$13,220.50 | Award 09/24/13 Various Dept, Boards & Agencies; Corrected Total-\$12,780.50 |
| ROBERTS LAUNDRY SERVICE | Complete | \$13,241.55 | |

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group

Line

Solicitation: **FB340176**Mat, Mop, Towel & Fender
Cover Rental

Close Date/Time: 9/20/2013 10:00 AM CST

Solicitation Type: **Formal Bid**[Return to the Bid List](#)Award Method: **Aggregate Cost**Department: **Purchasing Department**Responses: **2**

Go to: 001

Line 001 4' x 6' Entrance Mats, weekly delivery, color to be selected by departments/divisions as per specifications.

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|--|-----|------|----------|---------------|----------|--|
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 900 | Each | \$2.3500 | \$2,115.00 | Complete | |
| ROBERTS LAUNDRY SERVICE | 900 | Each | \$2.5000 | \$2,250.00 | Complete | Apache Rib Entry Mat / Member's Mark Scraper Mat |

[Top of the Page](#)**Line 002** 3' x 10' Entrance Mats, weekly delivery, color to be selected by departments/divisions as per specifications.

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|--|-----|------|----------|---------------|----------|--|
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 300 | Each | \$3.0000 | \$900.00 | Complete | |
| ROBERTS LAUNDRY SERVICE | 300 | Each | \$3.2000 | \$960.00 | Complete | Apache Rib Entry Mat / Member's Mark Scraper Mat |

[Top of the Page](#)**Line 003** 3' x 5' Entrance Mats, weekly delivery, color to be selected by departments/divisions as per specifications.

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|--|-----|------|----------|---------------|----------|--|
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 100 | Each | \$1.2500 | \$125.00 | Complete | |
| ROBERTS LAUNDRY SERVICE | 100 | Each | \$1.4500 | \$145.00 | Complete | Apache Rib Entry Mat / Member's Mark Scraper Mat |

[Top of the Page](#)**Line 004** 3' x 4' Entrance Mats, weekly delivery, color to be selected by departments/divisions as per specifications.

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|--|-----|------|----------|---------------|----------|--|
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 700 | Each | \$1.2000 | \$840.00 | Complete | |
| ROBERTS LAUNDRY SERVICE | 700 | Each | \$1.2500 | \$875.00 | Complete | Apache Rib Entry Mat / Member's Mark Scraper Mat |

[Top of the Page](#)**Line 005** 4' x 6' Entrance Mats, bi-weekly delivery, color to be selected by departments/divisions as per specifications.

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|--|-----|------|----------|---------------|----------|--|
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 100 | Each | \$3.5000 | \$350.00 | Complete | |
| ROBERTS LAUNDRY SERVICE | 100 | Each | \$3.7500 | \$375.00 | Complete | Apache Rib Entry Mat / Member's Mark Scraper Mat |

[Top of the Page](#)**Line 006** 3' x 10' Entrance Mats, bi-weekly delivery, color to be selected by departments/divisions as per specifications.

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|---------|-----|-----|-------|---------------|----------|----------|
|---------|-----|-----|-------|---------------|----------|----------|

| | | | | Cost | | |
|--|---|------------|--------------|----------------------|-----------------|--|
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 50 | Each | \$4.5000 | \$225.00 | Complete | |
| ROBERTS LAUNDRY SERVICE | 50 | Each | \$4.7500 | \$237.50 | Complete | Apache Rib Entry Mat / Member's Mark Scraper Mat |
| <u>Top of the Page</u> | | | | | | |
| Line 007 | 3' x 5' Entrance Mats, bi-weekly delivery, color to be selected by departments/divisions as per specifications. | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 50 | Each | \$1.8500 | \$92.50 | Complete | |
| ROBERTS LAUNDRY SERVICE | 50 | Each | \$2.1500 | \$107.50 | Complete | Apache Rib Entry Mat / Member's Mark Scraper Mat |
| <u>Top of the Page</u> | | | | | | |
| Line 008 | 3' x 4' Entrance Mats, bi-weekly delivery, color to be selected by departments/divisions as per specifications. | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 400 | Each | \$1.8000 | \$720.00 | Complete | |
| ROBERTS LAUNDRY SERVICE | 400 | Each | \$1.9000 | \$760.00 | Complete | Apache Rib Entry Mat / Member's Mark Scraper Mat |
| <u>Top of the Page</u> | | | | | | |
| Line 009 | 4' x 6' Entrance Mats, monthly delivery, color to be selected by departments/divisions as per specifications. | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 10 | Each | \$4.9500 | \$49.50 | Complete | |
| ROBERTS LAUNDRY SERVICE | 10 | Each | \$5.0000 | \$50.00 | Complete | Apache Rib Entry Mat / Member's Mark Scraper Mat |
| <u>Top of the Page</u> | | | | | | |
| Line 010 | 3' x 10' Entrance Mats, monthly delivery, color to be selected by departments/divisions as per specifications. | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 10 | Each | \$6.1500 | \$61.50 | Complete | |
| ROBERTS LAUNDRY SERVICE | 10 | Each | \$6.3500 | \$63.50 | Complete | Apache Rib Entry Mat / Member's Mark Scraper Mat |
| <u>Top of the Page</u> | | | | | | |
| Line 011 | 3' x 5' Entrance Mats, monthly delivery, color to be selected by departments/divisions as per specifications. | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 10 | Each | \$2.8500 | \$28.50 | Complete | |
| ROBERTS LAUNDRY SERVICE | 10 | Each | \$2.9000 | \$29.00 | Complete | Apache Rib Entry Mat / Member's Mark Scraper Mat |
| <u>Top of the Page</u> | | | | | | |
| Line 012 | 3' x 4' Entrance Mats, monthly delivery, color to be selected by departments/divisions as per specifications. | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ROBERTS LAUNDRY SERVICE | 10 | Each | \$2.5000 | \$25.00 | Complete | Apache Rib Entry Mat / Member's Mark Scraper Mat |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 10 | Each | \$2.8000 | \$28.00 | Complete | |
| <u>Top of the Page</u> | | | | | | |
| Line 013 | 12" dust mop frame and handle as per specifications. | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ROBERTS LAUNDRY SERVICE | 3 | Each | \$0.0000 | \$0.00 | Complete | |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 3 | Each | \$0.0000 | \$0.00 | Complete | |

| | | | | | | | <u>Top of the Page</u> |
|--|--|------------|--------------|----------------------|-----------------|-----------------|------------------------|
| Line 014 | 12" treated dust mop heads as per specifications. | | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments | |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 50 | Each | \$0.6000 | \$30.00 | Complete | | |
| ROBERTS LAUNDRY SERVICE | 50 | Each | \$0.6500 | \$32.50 | Complete | | |
| | | | | | | | <u>Top of the Page</u> |
| Line 015 | 18" dust mop frame and handle as per specifications. | | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments | |
| ROBERTS LAUNDRY SERVICE | 10 | Each | \$0.0000 | \$0.00 | Complete | | |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 10 | Each | \$0.0000 | \$0.00 | Complete | | |
| | | | | | | | <u>Top of the Page</u> |
| Line 016 | 18" treated dust mop heads as per specifications. | | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments | |
| ROBERTS LAUNDRY SERVICE | 500 | Each | \$0.6500 | \$325.00 | Complete | | |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 500 | Each | \$0.6500 | \$325.00 | Complete | | |
| | | | | | | | <u>Top of the Page</u> |
| Line 017 | 24" dust mop frame and handle as per specifications. | | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments | |
| ROBERTS LAUNDRY SERVICE | 20 | Each | \$0.0000 | \$0.00 | Complete | | |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 20 | Each | \$0.0000 | \$0.00 | Complete | | |
| | | | | | | | <u>Top of the Page</u> |
| Line 018 | 24" treated dust mop heads as per specifications. | | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments | |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 800 | Each | \$0.7000 | \$560.00 | Complete | | |
| ROBERTS LAUNDRY SERVICE | 800 | Each | \$0.7500 | \$600.00 | Complete | | |
| | | | | | | | <u>Top of the Page</u> |
| Line 019 | 36" dust mop frame and handle as per specifications. | | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments | |
| ROBERTS LAUNDRY SERVICE | 5 | Each | \$0.0000 | \$0.00 | Complete | | |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 5 | Each | \$0.0000 | \$0.00 | Complete | | |
| | | | | | | | <u>Top of the Page</u> |
| Line 020 | 36" treated dust mop heads as per specifications. | | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments | |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 100 | Each | \$0.8500 | \$85.00 | Complete | | |
| ROBERTS LAUNDRY SERVICE | 100 | Each | \$0.9000 | \$90.00 | Complete | | |
| | | | | | | | <u>Top of the Page</u> |
| Line 021 | 48" dust mop frame and handle as per specifications. | | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments | |
| ROBERTS LAUNDRY SERVICE | 5 | Each | \$0.0000 | \$0.00 | Complete | | |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 5 | Each | \$0.0000 | \$0.00 | Complete | | |
| | | | | | | | <u>Top of the Page</u> |
| Line 022 | 48" treated dust mop heads as per specifications. | | | | | | |

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|--|--|------|----------------------------------|--------------------------------|----------|--|
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 150 | Each | \$1.2000 | \$180.00 | Complete | |
| ROBERTS LAUNDRY SERVICE | 150 | Each | \$1.3500 | \$202.50 | Complete | |
| <u>Top of the Page</u> | | | | | | |
| Line 023 | Red Shop Towels as per specifications. | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ROBERTS LAUNDRY SERVICE | 70000 | Each | \$0.0500 | \$3,500.00 | Complete | 18x18 Red Rout Ready Shop Towel |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 70000 | Each | \$0.0500 | \$3,500.00 | Complete | |
| <u>Top of the Page</u> | | | | | | |
| Line 024 | Terry Polish Towels as per specifications. | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 300 | Each | \$0.0900 | \$27.00 | Complete | |
| ROBERTS LAUNDRY SERVICE | 300 | Each | \$0.1000 | \$30.00 | Complete | 16x16 Blue Microfiber Terry Towel |
| <u>Top of the Page</u> | | | | | | |
| Line 025 | Utility Towels as per specifications. | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ROBERTS LAUNDRY SERVICE | 26000 | Each | \$0.0800 | \$2,080.00 | Complete | 14x17 Cotton Terry Towel |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 26000 | Each | \$0.0800 | \$2,080.00 | Complete | |
| <u>Top of the Page</u> | | | | | | |
| Line 026 | Fender Covers as per specifications. | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 500 | Each | \$0.5000 | \$250.00 | Complete | |
| ROBERTS LAUNDRY SERVICE | 500 | Each | \$0.5500 | \$275.00 | Complete | 35x57 Poly/Cotton Fender Cover |
| <u>Top of the Page</u> | | | | | | |
| Line 027 | Shop Aprons as per specifications. | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ROBERTS LAUNDRY SERVICE | 10 | Each | \$0.4000 | \$4.00 | Complete | 30x40 Blue Denim Apron w/Pocket |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 10 | Each | \$0.4500 | \$4.50 | Complete | |
| <u>Top of the Page</u> | | | | | | |
| Line 028 | LOST CHARGE: 4' x 6' Entrance Mats, color to be selected by departments/divisions as per specifications. | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ROBERTS LAUNDRY SERVICE | 1 | Each | \$48.0000 | \$48.00 | Complete | Apache Rib Entry Mat / Member's Mark Scraper Mat |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 1 | Each | \$105.0000 \$45.00 | \$105.00 \$45.00 | Complete | CORRECTED |
| <u>Top of the Page</u> | | | | | | |
| Line 029 | LOST CHARGE: 3' x 10' Entrance Mats color to be selected by departments/divisions as per specifications. | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 1 | Each | \$55.0000 | \$55.00 | Complete | |
| ROBERTS LAUNDRY SERVICE | 1 | Each | \$58.0000 | \$58.00 | Complete | Apache Rib Entry Mat / Member's Mark Scraper Mat |

| Line 030 LOST CHARGE: 3' x 5' Entrance Mats, color to be selected by departments/divisions as per specifications. | | | | | | | <u>Top of the Page</u> |
|--|------------|------------|--------------|----------------------|-----------------|--|--|
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments | |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 1 | Each | \$25.0000 | \$25.00 | Complete | | |
| ROBERTS LAUNDRY SERVICE | 1 | Each | \$26.0000 | \$26.00 | Complete | Apache Rib Entry Mat / Member's Mark Scraper Mat | |
| Line 031 LOST CHARGE: 3' x 4' Entrance Mats, color to be selected by departments/divisions as per specifications. | | | | | | | <u>Top of the Page</u> |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments | |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 1 | Each | \$25.0000 | \$25.00 | Complete | | |
| ROBERTS LAUNDRY SERVICE | 1 | Each | \$26.0000 | \$26.00 | Complete | Apache Rib Entry Mat / Member's Mark Scraper Mat | |
| Line 032 LOST CHARGE: 12" Dust Mop frame and handle as per specifications. | | | | | | | <u>Top of the Page</u> |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments | |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 1 | Each | \$2.0000 | \$2.00 | Complete | | |
| ROBERTS LAUNDRY SERVICE | 1 | Each | \$4.0000 | \$4.00 | Complete | | |
| Line 033 LOST CHARGE: 12" Treated Dust Mop heads as per specifications. | | | | | | | <u>Top of the Page</u> |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments | |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 1 | Each | \$4.0000 | \$4.00 | Complete | | |
| ROBERTS LAUNDRY SERVICE | 1 | Each | \$5.0000 | \$5.00 | Complete | | |
| Line 034 LOST CHARGE: 18" Dust Mop frame and handle as per specifications. | | | | | | | <u>Top of the Page</u> |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments | |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 1 | Each | \$2.0000 | \$2.00 | Complete | | |
| ROBERTS LAUNDRY SERVICE | 1 | Each | \$4.0000 | \$4.00 | Complete | | |
| Line 035 LOST CHARGE: 18" Treated dust mop heads as per specifications. | | | | | | | <u>Top of the Page</u> |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments | |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 1 | Each | \$5.0000 | \$5.00 | Complete | | |
| ROBERTS LAUNDRY SERVICE | 1 | Each | \$6.0000 | \$6.00 | Complete | | |
| Line 036 LOST CHARGE: 24" Dust Mop frame and handle as per specifications. | | | | | | | <u>Top of the Page</u> |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments | |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 1 | Each | \$2.0000 | \$2.00 | Complete | | |
| ROBERTS LAUNDRY SERVICE | 1 | Each | \$4.0000 | \$4.00 | Complete | | |
| Line 037 LOST CHARGE: 24" Treated Dust Mop heads as per specifications. | | | | | | | <u>Top of the Page</u> |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments | |
| ROBERTS LAUNDRY SERVICE | 1 | Each | \$6.0000 | \$6.00 | Complete | | |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 1 | Each | \$6.0000 | \$6.00 | Complete | | |

| Line 038 LOST CHARGE: 36" Dust Mop frame and handle as per specifications. | | | | | | |
|---|------------|------------|--------------|----------------------|-----------------|-----------------------------------|
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 1 | Each | \$2.0000 | \$2.00 | Complete | |
| ROBERTS LAUNDRY SERVICE | 1 | Each | \$4.0000 | \$4.00 | Complete | |
| <u>Top of the Page</u> | | | | | | |
| Line 039 LOST CHARGE: 36" Treated Dust Mop heads as per specifications. | | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ROBERTS LAUNDRY SERVICE | 1 | Each | \$8.0000 | \$8.00 | Complete | |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 1 | Each | \$8.0000 | \$8.00 | Complete | |
| <u>Top of the Page</u> | | | | | | |
| Line 040 LOST CHARGE: 48" Dust Mop frame and handle as per specifications. | | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 1 | Each | \$2.0000 | \$2.00 | Complete | |
| ROBERTS LAUNDRY SERVICE | 1 | Each | \$4.0000 | \$4.00 | Complete | |
| <u>Top of the Page</u> | | | | | | |
| Line 041 LOST CHARGE: 48" Treated Dust Mop heads as per specifications. | | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ROBERTS LAUNDRY SERVICE | 1 | Each | \$10.0000 | \$10.00 | Complete | |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 1 | Each | \$10.0000 | \$10.00 | Complete | |
| <u>Top of the Page</u> | | | | | | |
| Line 042 LOST CHARGE: Red Shop Towels as per specifications. | | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 1 | Each | \$0.2500 | \$0.25 | Complete | |
| ROBERTS LAUNDRY SERVICE | 1 | Each | \$0.3000 | \$0.30 | Complete | 18x18 Red Rout Ready Shop Towel |
| <u>Top of the Page</u> | | | | | | |
| Line 043 LOST CHARGES: Terry Polish Towels as per specifications. | | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ROBERTS LAUNDRY SERVICE | 1 | Each | \$0.6500 | \$0.65 | Complete | 16x16 Blue Microfiber Terry Towel |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 1 | Each | \$0.6500 | \$0.65 | Complete | |
| <u>Top of the Page</u> | | | | | | |
| Line 044 LOST CHARGES: Utility Towels as per specifications. | | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ROBERTS LAUNDRY SERVICE | 1 | Each | \$0.6000 | \$0.60 | Complete | 14x17 Cotton Terry Towel |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 1 | Each | \$0.6000 | \$0.60 | Complete | |
| <u>Top of the Page</u> | | | | | | |
| Line 045 LOST CHARGES: Fender Covers as per specifications. | | | | | | |
| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
| ROBERTS LAUNDRY SERVICE | 1 | Each | \$5.0000 | \$5.00 | Complete | 35x57 Poly/Cotton Fender Cover |
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 1 | Each | \$5.0000 | \$5.00 | Complete | |

Line 046 LOST CHARGES: Shop Aprons as per specifications.

| Vendors | QTY | UOM | Price | Extended Cost | Complete | Comments |
|--|-----|------|----------|---------------|----------|---------------------------------|
| ARAMARK UNIFORM & CAREER APPAREL GRP INC | 1 | Each | \$4.5000 | \$4.50 | Complete | |
| ROBERTS LAUNDRY SERVICE | 1 | Each | \$5.5000 | \$5.50 | Complete | 30x40 Blue Denim Apron w/Pocket |

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Bid Results

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line
Solicitation: FB340179 **Nozzles, Fittings, & Adaptors-Fire Dept**

Close Date/Time: 9/20/2013 10:00 AM CST

Solicitation Type: Formal Bid
Award Method: Group
Department: Public Works & Utilities

[Return to the Bid List](#)

Responses: 5

| Vendors | Complete | Bid Total | City Comments |
|--|-------------|--------------|---|
| HAJOCA CORPORATION | In-Complete | \$0.00 | Defer to 9-30-13 Public Works & Utilities Dept./Fleet & Facilities Division |
| ALL HANDS FIRE EQUIPMENT LLC | Partial | \$73,032.63 | |
| MUNICIPAL EMERGENCY SERVICES INC | Partial | \$74,756.93 | |
| CONRAD FIRE EQUIPMENT INC | Partial | \$82,444.89 | |
| WS DARLEY & CO | Partial | \$104,297.59 | |

[Top of the Page](#)



**PRELIMINARY ESTIMATES
FOR CITY COUNCIL SEPTEMBER 24, 2013**

- a. CDBG Sidewalk Improvements FY2013 (north of Central, east of Hydraulic) (472-85123/092321/
Traffic to be maintained during construction using flagpersons and barricades. (District I) -
\$75,000.00

PRELIMINARY ESTIMATE of the cost of:
CDBG Sidewalk Improvements FY2013
(north of Central, east of Hydraulic)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Measured Quantity Bid Items

| | | | |
|---|---|--------|----|
| 1 | 4" Sidewalk Repair | 10,300 | sf |
| 2 | 6" Sidewalk Repair | 275 | sf |
| 3 | 6" Drive Repair | 275 | sf |
| 4 | Protection Curb (6" wide, up to 6" high) | 75 | lf |
| 5 | Sidewalk Removal (Incl. Site Restoration) | 275 | sf |
| 6 | Wheelchair Ramp w/Det. Warn. | 13 | ea |

Construction Subtotal

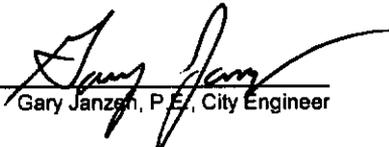
Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost

\$75,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.



Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

(092321) 472-85123

Page _____

EXHIBIT _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

**NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL SEPTEMBER 24, 2013**

The cost of **PRELIMINARY ESTIMATE** for Lateral 171, Sanitary Sewer No. 22 to serve unplatted tracts north of 33rd Street, east of Amidon (District VI) (468-84840/744339/480-031) – Total Estimated Cost \$29,000.

To the City Council
Wichita, Kansas

Date of CC 09/24/13
(OCA/PROJ) 744339/468-84840
(PPN) 480-031

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of Lateral 171, Sanitary Sewer No. 22, to serve unplatted tracts north of 33rd Street, east of Amidon. (District VI)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost \$29,000

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.



Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2013.

City Clerk

The cost of Lateral 171, Sanitary Sewer No. 22, to serve unplatted tracts north of 33rd Street, east of Amidon. (District VI) (468-84840/744339/480-031) – Total Estimated Cost \$29,000

Page _____

Exhibit _____

City of Wichita
City Council Meeting
September 24, 2013

TO: Mayor and City Council

SUBJECT: Paving Improvements to Serve Hunter's Third Addition (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised petition and adopt the amending resolution.

Background: On March 26, 2013, the City Council approved a petition to pave a 20-foot alley dedicated on Lot 145 Pattie Avenue. The original petition incorrectly assessed the improvement costs to Lots 145 and 147. A revised petition has been submitted correctly assessing Lot 147. The signature on the petition represents 100% of the improvement district.

Analysis: The project will provide paving of an alley dedicated on Lot 145 Pattie Avenue to allow for expansion of an existing development located north of Kellogg, west of Hydraulic.

Financial Considerations: The original petition total of \$10,000 funded by special assessments remains as previously approved.

Legal Considerations: The petition and resolution have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the revised petition, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Map, petition, and resolution.

First Published in the Wichita Eagle on September 27, 2013

RESOLUTION NO. 13-181

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON THE **20' ALLEY DEDICATED ON THE NORTH 20' OF LOT 145, ON PATTIE AVENUE, HUNTER'S 3RD ADDITION (NORTH OF KELLOGG, WEST OF HYDRAULIC) 472-85096** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON THE **20' ALLEY DEDICATED ON THE NORTH 20' OF LOT 145, ON PATTIE AVENUE, HUNTER'S 3RD ADDITION (NORTH OF KELLOGG, WEST OF HYDRAULIC) 472-85096** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **13-049** adopted on **March 26, 2013** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to pave the **20' alley dedicated on the north 20' of Lot 145, on Pattie Avenue, Hunter's 3rd Addition (north of Kellogg, west of Hydraulic) 472-85096.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Ten Thousand Dollars (\$10,000)** exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2013**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

TRACT "A"

Lot 147 on Pattie Avenue, Hunter's 3rd Addition to Wichita, Sedgwick County, Kansas

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis, the same to be assessed as follows: TRACT "A" shall pay 100% of the cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 24th day of
September, 2013.

CARL BREWER, MAYOR

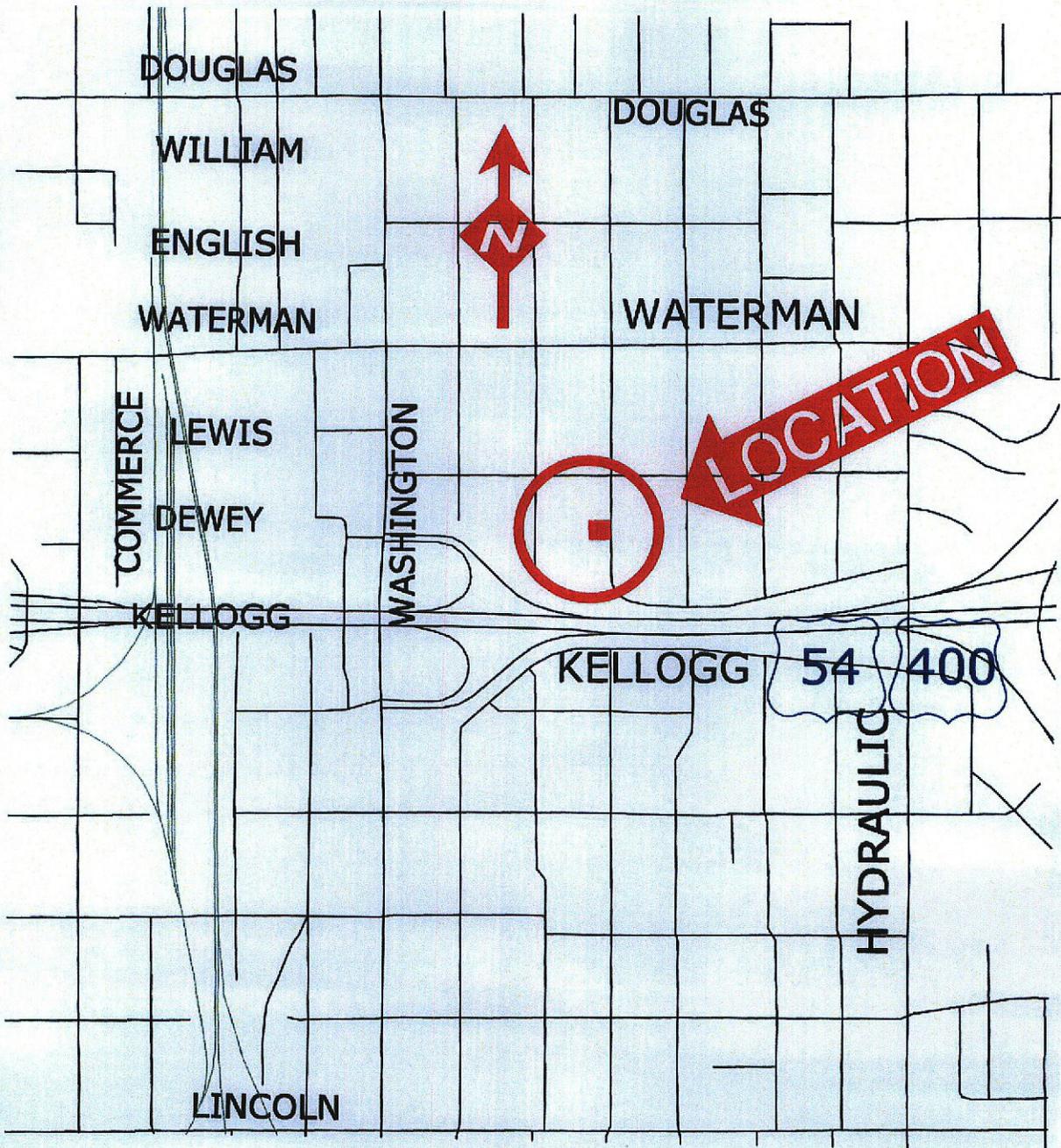
ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW



PAVING PETITION

Revises
472-85096

RECEIVED

AUG 22 '13

To the Mayor and City Council
Wichita, Kansas

CITY CLERK OFFICE

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

TRACT "A"

LOT 147 ON PATTIE AVENUE, HUNTER'S 3RD ADDITION TO WICHITA,
SEDGWICK COUNTY, KANSAS.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended as follows:

- (a) That there be constructed pavement on the 20' alley dedicated on the north 20' of Lot 145, on Pattie Avenue, Hunter's 3rd Addition to Wichita. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement being Ten Thousand Dollars (\$10,000.00), with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after September 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis, the same to be assessed as follows:
Tract "A" shall pay 100% of the cost payable by the improvement district.

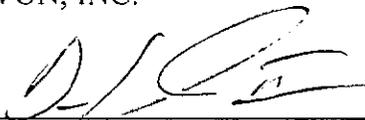
Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|---|---|------|
| <u>HUNTER'S 3RD ADDITION</u> TRACT "A" | GEO VON, INC. By:  _____ Don Vaughn, II, President | |

AFFIDAVIT

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Pat Hartman

Name

303 S. Topeka, Wichita, KS 67202
Address

(316) 262-2691
Telephone No.

2013.

Sworn to and subscribed before me this 22 day of August,



John Edwards

Deputy City Clerk

City of Wichita
City Council Meeting
September 24, 2013

TO: Mayor and City Council

SUBJECT: Community Events – Wichita Veterans Day Parade Post Parade Event
(Districts I and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event sponsor Lt. Col. Michael George, USAF (Ret); USD 259 Wichita East High School JROTC are coordinating the Wichita Veterans Day Parade Post Parade Event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Wichita Veterans Day Parade Post Parade Event November 9, 2013 9:00 am – 2:00 pm

- Douglas Avenue, Water Street to Waco Avenue

The event sponsor will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
September 24, 2013

TO: Mayor and City Council

SUBJECT: Community Events – 2013 Susan G. Komen Wichita Race for the Cure (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Dana Steffe, Susan G. Komen Mid-Kansas Chapter Affiliate is coordinating the 2013 Susan G. Komen Race for the Cure with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

2013 Susan G. Komen Wichita Race for the Cure, September 28, 2013 6:00 am – 11:00 am

- Douglas Avenue, Rock Road to Woodlawn Boulevard
- Armour Drive, Willowbrook Street to Douglas Avenue

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
September 24, 2013

TO: Mayor and City Council
SUBJECT: Community Events – Delano Block Party (District IV)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Karen Cravens, Delano Neighborhood Association is coordinating the Delano Block Party with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Delano Block Party September 28, 2013 11:00 am – 4:00 pm

- Sycamore Street, Pearl Street to McLean Boulevard
- Pearl Street, Osage Street to Sycamore Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
September 24, 2013

TO: Mayor and City Council
SUBJECT: Community Events – Downtown Neighborhood Trunk or Treat (District IV)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure the event promoter Victor Peterson, Partners for Wichita is coordinating Downtown Neighborhood Trunk or Treat with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Downtown Neighborhood Trunk or Treat October 27, 2013 12:00 pm – 4:00 pm

- Broadway Street, 3rd Street to Elm Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
September 24, 2013

TO: Mayor and City Council
SUBJECT: Community Events – Tallgrass Film Festival (District VI)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure the event promoter Tom Mittlestadt, Tallgrass Film Association is coordinating the Tallgrass Film Festival with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Tallgrass Film Festival October 16, 2013 9:00 am through October 20, 2013 11:59 pm

- 1st Street, Broadway Avenue to Topeka Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
September 24, 2013

TO: Mayor and City Council

SUBJECT: Community Events – Step Out Walk to Stop Diabetes (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Lynnsey Basala, Event Coordinator for the American Diabetes Association is coordinating Step Out Walk to Stop Diabetes with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Step Out Walk to Stop Diabetes October 5, 2013 10:00 am – 11:30 am

- Market Street, 3rd Street to 2nd Street
- 2nd Street, Market Street to Waco Street
- Waco Street, 2nd Street to entrance of Bike Path
- Central Avenue, Museum Boulevard to Waco Street, east bound curb side lane only.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
September 24, 2013

TO: Mayor and City Council
SUBJECT: Community Events – Prairie Fire Marathon Set-up (District I)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Bob Hanson, President and CEO, Greater Wichita Area Sports Commission is coordinating the Prairie Fire Marathon with area business owners and making arrangements with staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Prairie Fire Marathon Set-up October 12, 2013 10:00 am – October 13, 2013 5:00 pm

- Lewis/Waterman, Wichita Street to Water Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
September 24, 2013

TO: Mayor and City Council
SUBJECT: Community Events – Prairie Fire Half Marathon (All Districts)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Bob Hanson, President and CEO, Greater Wichita Area Sports Commission is coordinating the Prairie Fire Marathon with area business owners and making arrangements with staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Prairie Fire Half Marathon October 13, 2013 12:00 am – 5:00 pm

- Lewis/Waterman Street, Main Street to McLean Boulevard
- McLean Boulevard, Lincoln Street to Douglas Avenue
- Douglas Avenue, McLean Boulevard to Clifton Avenue
- Clifton Avenue, Douglas Avenue to Waterman Street
- Waterman Street, Clifton Street to Circle Drive
- Circle Drive, Waterman Street to Bluff Street
- Bluff Street, Circle Drive to Lewis Street
- Lewis Street, Bluff Street to Glendale Street
- Glendale Street, Lewis Street to Waterman Street
- Waterman Street, Glendale Street to Edgemoor Street
- Edgemoor Street, Waterman Street to South Lexington Road
- South Lexington Road, Edgemoor Street to South Ridgecrest Street
- South Ridgecrest Street, South Lexington Street to Douglas Avenue
- Douglas Avenue, South Ridgecrest Street to Dellrose Street
- Dellrose Street, Douglas to 2nd Street
- 2nd Street, Dellrose Street to Emporia Street
- Emporia Street, 2nd Street to Pine Street
- Pine Street, Emporia Street to Santa Fe Avenue
- Santa Fe Avenue, Pine Street to Murdock Street
- Murdock Street, Santa Fe Avenue to Main Street
- Main Street, Murdock Street to 2nd Street
- 2nd Street/Central Avenue, Main Street to Seneca Street
- Seneca Street, Central Avenue to McLean Boulevard
- McLean Boulevard, Seneca Street to Lewis Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
September 24, 2013

TO: Mayor and City Council

SUBJECT: Community Events – Prairie Fire Marathon and Fun Run (All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Bob Hanson, President and CEO, Greater Wichita Area Sports Commission is coordinating the Prairie Fire Marathon with area business owners and making arrangements with staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Prairie Fire Marathon October 13, 2013 12:00 am – 5:00 pm

- Lewis/Waterman Street, Main Street to McLean Boulevard
- McLean Boulevard, Lincoln Street to Douglas Avenue
- Douglas Avenue, McLean Boulevard to Clifton Avenue
- Clifton Avenue, Douglas Avenue to Waterman Street
- Waterman Street, Clifton Street to Circle Drive
- Circle Drive, Waterman Street to Bluff Street
- Bluff Street, Circle Drive to Lewis Street
- Lewis Street, Bluff Street to Glendale Street
- Glendale Street, Lewis Street to Waterman Street
- Waterman Street, Glendale Street to Edgemoor Street
- Edgemoor Street, Waterman Street to South Lexington Road
- South Lexington Road, Edgemoor Street to South Ridgecrest Street
- South Ridgecrest Street , South Lexington Street to Lynwood Street
- Lynwood Street, South Ridgecrest Street to Hampton Street
- Hampton Street, Lynwood Street to walking path
- Lakeside Boulevard, Willowbrook Road to South Mission Road
- South Mission Road, Lakeside Boulevard to Douglas Avenue
- Douglas Avenue, South Misson Road to Rutland Street
- Rutland Street, Douglas Avenue to Armour Avenue
- Armour Avenue, Rutland Street to Central Avenue
- Central Avenue, Armour Avenue to Broadmoor Avenue
- Broadmoor Avenue, Central Avenue to Doreen Street
- Doreen Street, Killarney Street to Donegal Street
- Donegal Street, Doreen Street to Rock Road

- Rock Road, Donegal Street to Polo Drive
- Polo Drive, Rock Road to South Magill Street
- Broadmoor Street, Polo Drive to Magill Street
- Magill Street, Broadmoor Street to Doreen Street
- Doreen Street, Magill Street to Oneida Street
- Oneida Street, Doreen Street to Post Oak Road
- Post Oak Road, Oneida Street to path
- Tallyrand/10th Street, path to Gretchen Lane
- Gretchen Lane, 10th Street to Magill Street
- Magill Street, Gretchen Lane to Woodlawn Street
- Patricia Street, Woodlawn Street to 9th Street
- 9th Street, Patricia Street to Edgemoor Street
- Edgemoor Street, Ninth Street to Douglas Avenue
- Douglas Avenue, Edgemoor Street to Dellrose Street
- Dellrose Street, Douglas Avenue to 2nd Street
- 2nd Street, Dellrose Street to Emporia Street
- Emporia Street, 2nd Street to Pine Street
- Pine Street, Emporia Street to Santa Fe Avenue
- Santa Fe Avenue, Pine Street to Murdock Street
- Murdock Street, Santa Fe Avenue to Main Street
- Main Street, Murdock Street to 8th Street
- 8th Street, Main Street to Back Bay Boulevard
- Back Bay Boulevard, 8th Street to 9th Street
- Ninth Street, Back Bay Boulevard to Oak Park Drive
- Oak Park Drive, 9th Street to Forest Avenue
- Forest Avenue, Oak Park Drive to 12th Street
- Oak Park Drive, 12th to 11th Street
- 11th Street, Oak Park Drive to River Boulevard
- River Boulevard, 11th Street to Murdock Street
- Stackman Drive, Murdock Street to Sim Park Drive
- Sim Park Drive, Stackman Drive to Murdock Street
- Murdock Street, Sim Park Drive to Amidon Avenue
- Amidon Avenue, Murdock Street to 12th Street
- 12th Street, Amidon Avenue to Perry Street
- Perry Street, 12th Street to 13th Street
- 13th Street, Perry Street to McLean Boulevard
- McLean Boulevard, Thirteenth Street to Douglas Avenue

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
September 24, 2013

TO: Mayor and City Council
SUBJECT: Community Events – Prairie Fire Marathon 5K (Districts I and VI)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Bob Hanson, President and CEO, Greater Wichita Area Sports Commission is coordinating the Prairie Fire Marathon with area business owners and making arrangements with staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Prairie Fire Marathon 5K October 13, 2013 12:00 am – 5:00 pm

- Lewis/Waterman Street, Main Street to McLean Boulevard
- McLean Boulevard, Lewis/Waterman Street to Seneca Street
- Seneca Street, McLean Boulevard to Museum Boulevard
- Museum Boulevard, Seneca Street to Greenway Boulevard
- Greenway Boulevard, 2nd Street to Water Street
- Water Street, 2nd Street to Douglas Avenue
- Main Street, 2nd Street to Douglas Avenue
- Douglas Avenue, Main Street to McLean Boulevard

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
September 24, 2013

TO: Mayor and City Council
SUBJECT: Community Events – Food at the Fountains (District I)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Sharon VanHorn, VanHorn Promotion & Marketing is coordinating Food at the Fountains with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Food at the Fountains September 29, 2013 12:00 pm – 3:00 pm

- Water Street, Dewey Street to Waterman Street.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
September 24, 2013

TO: Mayor and City Council

SUBJECT: Renewal of the Contract – Kansas Department of Health and Environment Air Quality Program Grants (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the grant contract.

Background: Since 1972, the City has received grant funding from the Environmental Protection Agency (EPA) to operate the local air quality program. Additional funding from the Kansas Department of Health and Environment (KDHE) has been provided since 1994. Program objectives include inspection of air pollution sources, air monitoring for specified pollutants and toxic compounds, complaint investigations, voluntary vehicle emissions testing, and educational activities. Under the terms of the KDHE contract, the City of Wichita provides regulatory services throughout Wichita and Sedgwick County. The one-year contract period will begin on October 1, 2013.

Analysis: The Air Quality Program grants allow the Environmental Health Division to provide comprehensive air quality services that address public health and environmental protection throughout the county. This federal and state support allows a level of service that would be difficult to provide utilizing only local funding. The local program has been in existence for almost 40 years and has maintained good working relationships with both the EPA and KDHE which is essential in dealing with ever-changing and emerging air quality issues.

Financial Considerations: The contract includes three sources of funding:

- The EPA Section 105 grant amount for State fiscal year (SFY) 2014 will be \$115,459, which is a reduction of \$5,982 from the SFY 2013 grant.
- The City of Wichita's required local match will be \$76,973, which represents 40% of the total amount expended (\$192,432) for the EPA Section 105 grant.
- The KDHE grant amount for SFY 2014 will be \$114,306. This is the same amount as the SFY 2013 grant.

The total grant budget associated with this contract is \$306,738 (including local match) for SFY 2014. In addition to the EPA Section 105 and KDHE grant presented here, an EPA Section 103 grant with a funding period from April 1 to March 31 in the amount of \$36,500 was approved by the City Council earlier this year. These grants provide the program funding along with the required City match.

Legal Considerations: The Law Department has reviewed and approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the KDHE contract and authorize the necessary signatures.

Attachments: KDHE contract.

CONTRACT

between

SECRETARY OF HEALTH AND ENVIRONMENT OF KANSAS

and

**CITY OF WICHITA, PUBLIC WORKS & UTILITIES DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH**

Section I – Purpose and Financial Summary

This contract is entered into between the Kansas Department of Health and Environment (KDHE) and the City of Wichita, Public Works & Utilities Department, Division of Environmental Health (WDEH). The purpose of this contract is to establish a formal partnership between WDEH and the KDHE to implement the Kansas Air Quality Act in the City of Wichita and Sedgwick County. This contract authorizes WDEH to provide air quality protection services specified in this agreement and the Environmental Program Work Plan for FY 2014 (**Appendix A**), and defines the funding arrangements for such services which are to be provided. The contract period is from October 1, 2013 to September 30, 2014.

Source of Project Funds

| | |
|---|--|
| Federal 105 Grant up to: | \$115,459.00 |
| WDEH 40% Match up to: | \$76,973.00 |
| State of Kansas Air Quality Fee Fund up to: | \$114,306.00 |
| Project Total not to exceed: | <hr style="width: 20%; margin-left: auto; margin-right: 0;"/> \$306,738.00 |
| Total KDHE Reimbursement not to exceed: | \$229,765.00 |

Section II – Requirements – WDEH Agrees:

1. To perform the duties and tasks specified in the contract and FY 2014 Work Plan, to implement the Kansas Air Quality Act and Kansas Air Quality Regulations, and to provide documentation of satisfactory completion of work.
2. To not use the KDHE - BOA funds to supplant other DAQ funds and to provide matching funds from non-federal sources towards the successful completion of Section 105 purposes in an amount equal to 40% of the total project costs expended for Section 105 purposes.
3. To provide documentation of satisfactory progress toward meeting the objectives in accordance with the FY 2014 Work Plan. WDEH shall submit to the KDHE quarterly progress reports as specified in the FY 2014 Work Plan, quarterly MBE/WBE verification on EPA Form 5700-52A – (5/96) for Federal 105 monies, quarterly Certified Expenditure Affidavit, and any other information that may be requested.

4. To obtain written approval in advance for the purchase of any item of equipment costing \$5,000.00 or more, and for any subcontract. All purchases with contract funds shall be the property of WDEH upon termination of this contract, except for monitoring equipment. The purchase shall not be segmented or otherwise structured to avoid the \$5,000.00 limit.
5. To retain financial aid and programmatic records, supporting documents and statistical records for five years from the date the final expenditure report is submitted. If litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues that arise from it. Upon written request from the KDHE (or authorized representative) or Kansas Legislative Post Audit, WDEH will allow access to any payroll records, supported by time and attendance records for employees, documents, and records necessary to certify compliance with the KDHE grant awards, Kansas Legislative Appropriations, Kansas Statutes, and Federal grants and regulations.
6. If practical, to provide advanced notice to the KDHE of permit inspections and enforcement actions taken by WDEH that are based solely upon WDEH air quality regulations, and to coordinate such actions with the KDHE to make sure a regulated source is not unduly burdened by multiple permit inspections or enforcement actions for a single cause or set of causes.
7. To include in all statements, press releases, websites, program activities, bid solicitations, and other documents, under the provisions of Section 83 of 2005 House Bill 2482 the phrase “paid for (in part) by the Kansas Department of Health and Environment.”
8. WDEH agrees that all records are to be returned to KDHE within 60 days of termination of any Work Plan activity or the entire contract.
9. To comply with the provisions of the Kansas Open Records Act (KORA) in performing workplan activities contained in this contract per K.S.A 42-216(a).
10. WDEH agrees to attend the ETA (Eastern Technical Associates) Visible Emissions Lecture and Field training for Smoke School per agreement between KDHE and contractor.
11. The following requirements apply to the federal, required matching and cost-share funds that are part of the contract. The federal laws and requirements applicable to the State of Kansas pursuant to the underlying grant from EPA to the State of Kansas are, by virtue of application for and receipt of grant funds, applicable to any sub-grantee and are enforceable against such sub-grantee. Failure to comply may result in the initiation of administrative, civil, or criminal action against the sub-grantee including but not limited to suspension or termination of the sub grant and loss of grant funds or a requirement to reimburse those funds. All sub-grantees are responsible for knowledge of these requirements as set forth in the underlying grant from EPA to the State included as Appendix B of this contract.

Section III – KDHE Agrees:

1. To make payments, not to exceed \$114,306.00 from the Air Quality Fee Fund and not to exceed \$115,459.00 from the Federal 105 funds to WDEH for conducting the KDHE Air Quality Program as authorized in the FY 2014 Work Plan (See Appendix A).

2. To the extent possible, the KDHE - BOA will seek input from WDEH on issues governed by this contract prior to making decisions or taking actions that will affect WDEH' Air Quality Program.
3. To provide regular updates on enforcement actions pertaining to sources in the City of Wichita and Sedgwick County, including but not limited to written acknowledgements that WDEH enforcement action recommendations have been received by the KDHE.
4. To provide regular updates on past and future air program planning issues.
5. To work with WDEH and other local partners to: establish and annually update strategic goals, objectives and strategies for reducing emissions and improving air quality.
6. To provide WDEH with prior approval from the KDHE - BOA, an opportunity to shift workload and funds to other eligible air program activities if the targeted activities laid out in the FY 2014 Work Plan cannot be completed because they are demand driven or the KDHE is unable to refer work to WDEH as specified in this agreement.

Section IV – Other Terms and Conditions - It is mutually agreed:

1. WDEH will request reimbursement within 30 days of the end of each quarter. The KDHE shall provide reimbursement in accordance with the “Kansas Prompt Payment Act” (K.S.A. 75-6401 through 75-6407), upon receipt of satisfactory progress reports, MBE/WBE verification, and quarterly Certified Expenditure Affidavit.
2. That this agreement may be canceled by either party upon 30 days written notice to the other party, except that the KDHE may cancel this agreement without such notice in the event of loss of funding. Funding of this agreement is contingent upon the availability of funds in the Air Quality Fee Fund, receipt of federal funds from the U.S. Environmental Protection Agency (EPA), and availability of funds in the State Treasury. This contract, including Work Plan, may be amended in writing when duly executed by both parties. The contract is subject to a pro-rata reduction contingent upon the amount of reduction of federal grant dollars allocated to the KDHE - BOA.
3. All indirect costs incurred implementing the WDEH component of this contract shall not exceed 17.9% of following: the total expenditures of the Air Quality Fee Fund and Federal 105 monies authorized under this contract for Compliance and Enforcement, Planning, Public Education and Outreach, Emission Reduction Strategies, Ambient Air Monitoring, Program Maintenance and Local Priorities, less local match.
4. That the provisions found in Contractual Provisions **Appendix C** (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

Contract Administrators:

Kansas Department of Health and Environment – Linda Vandevord, 785-296-6423, 1000 SW Jackson, Ste. 310, Topeka, KS 66612-1366

City of Wichita, Department of Public Works & Utilities, Division of Environmental Health – Don Henry, 316-268-4513, 455 N. Main, Wichita, Kansas 67202

In WITNESS WHEREOF, the parties hereto have affixed their signatures.

By signing this agreement, the person below warrants that he or she has the authority to sign this document and to bind WDEH and the KDHE to its terms.

Carl Brewer, Mayor
The City of Wichita, KS
By order of the City Council

Date: _____

Robert Moser, MD
Secretary
Kansas Department of Health and
Environment

Date: _____

Attest:

Karen Sublett
City Clerk

Date

Approved as to form:

Gary E. Rebenstorf
Director of Law

Date

APPENDIX A
LOCAL AGENCY WORK PLAN
For
CITY OF WICHITA, PUBLIC WORKS & UTILITIES DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH
FY 2014
Contract Period October 1, 2013 – September 30, 2014

The Bureau of Air (BOA), on behalf of the Kansas Department of Health and Environment (KDHE), and the City of Wichita, Public Works & Utilities Department, Division of Environmental Health (WDEH) hereby agrees to comply with the cooperative intent of the Clean Air Act within the City of Wichita and Sedgwick County as follows:

I. Contacts

| Issue/Activity | Primary State Contact | Phone # | Primary WDEH Contact | Phone # |
|---|------------------------------|----------------|--------------------------------|----------------|
| General | | | | |
| General Administrative Duties | Rick Brunetti | 785-296-1551 | Laura Quick or Randy Owen | 316-268-8351 |
| Compliance and Enforcement | | | | |
| Administrative Issues; QA/QC | Russ Brichacek | 785-296-1544 | Randy Owen | 316-268-8353 |
| Compliance and Enforcement | Russ Brichacek | 785-296-1544 | Randy Owen | 316-268-8353 |
| Planning Activities | | | | |
| Air Planning Activities | Tom Gross | 785-296-1692 | Shawn Maloney or Laura Quick | 316-268-8351 |
| Emission Reduction Strategies / Public Education | Kathleen Waters | 785-296-1575 | Laura Quick or Tonya Bronleewe | 316-268-8351 |
| Monitoring | Doug Watson | 785-296-0910 | Randy Owen | 316-268-8353 |
| Administrative Issues | Tom Gross | 785-296-1692 | Randy Owen | 316-268-8353 |
| Network design/configuration | Doug Watson | 785-296-0910 | Randy Owen | 316-268-8353 |
| General Operation and Maintenance | Gary Ficklin | 785-296-1554 | Randy Owen | 316-268-8353 |
| Sample or data submission | Mike Martin | 785-296-1571 | Randy Owen | 316-268-8353 |
| Data Issues | Doug Watson | 785-296-0910 | Randy Owen | 316-268-8353 |

II. Compliance and Enforcement

A. WDEH and BOA agree as follows:

1. The WDEH will conduct inspections and investigations and make weekly submittal of all supporting documents in accordance with procedures outlined in the following documents:
 - BOA, Air Quality Compliance and Enforcement Training Manual
 - Kansas Air Quality Regulations and Statutes
 - Applicable CFR
2. The WDEH will provide initial enforcement investigation and the retrieval of support information and documentation, and will participate in monthly BOA/WDEH enforcement coordination calls.
3. The WDEH inspection results will be documented on accepted and agreed upon inspection forms. A copy of the letter to the source discussing inspection results will be sent to BOA within fifteen business days of completion of inspection. Copies of inspection reports and letters will be mailed to BOA each Friday. Inspections/FCEs will

be scheduled by WDEH with a goal of 25% of the inspections/FCEs completed per FY quarter. WDEH shall submit a list of sources recommended to be inspected to BOA by September 1st of each year.

4. WDEH agrees to maintain a minimum of 2 qualified performance observers at all times.
5. If noncompliance with regulations are observed and documented during an inspection, BOA will be notified in accordance with BOA enforcement policy. Notices of Noncompliance issued by WDEH will be tracked by both WDEH and BOA, with required follow up in accordance with BOA Enforcement Policy. BOA will review and determine if noncompliance documented is subject to EPAs High Priority Violator (HPV) policy. Departmental Orders and Consent Agreements will be determined and issued by BOA in accordance with BOA Enforcement Policy.
6. Evaluation inspections will be completed within 90 days of notification of start up for Class I, NSPS, and MACT sources, and within 180 days of notification of start up on Class II and non-NSPS sources. Evaluation inspections will be documented on accepted and agreed upon forms, and a letter will be sent to the source within seven days of the completed inspection, and a copy will also be sent to BOA.
7. WDEH is responsible for responding to complaints received from individuals, BOA, or other governmental agencies within 2 business days (depending on the urgency) of receipt of complaint during normal business hours. WDEH will contact the complainant by telephone or other appropriate methods. When necessary, on-site investigations will be conducted within two working days of receipt of complaint. Investigative reports will be submitted to BOA within seven days of completion of the investigation. Open Burning activities shall be pursuant to Kansas Open Burning Prohibition and Exception regulations.
8. WDEH will provide quarterly updates on the Compliance and Enforcement activities performed.
9. WDEH agrees to attend/participate in the monthly enforcement coordination calls.
10. WDEH agrees to attend/participate in the semi-annual meetings in Topeka.
11. At the end of the 4th Quarter, final contract payment will be reduced by \$1,500.00 for every inspection not completed. If the number of complaints is not received, no penalties will be imposed.

B. Inspection list

| <u>Class I sources:</u> | <u>Frequency</u> | |
|-------------------------|--|---|
| 1730012 | Westar Energy, Inc. | 1 |
| 1730014 | Westar Energy, Inc. | 1 |
| 1730019 | Cessna Aircraft Company-Mid-Continent | 1 |
| 1730022 | Hawker Beechcraft Corporation | 1 |
| 1730023 | Air Products Manufacturing Corp | 1 |
| 1730029 | Cargill, Inc. | 1 |
| 1730045 | ConocoPhillips Pipe Line Company | 1 |
| 1730052 | Learjet, Inc. | 1 |
| 1730055 | Boeing Integrated Defense Systems | 1 |
| 1730058 | York Unitary Products | 1 |
| 1730059 | CNH America, LLC | 1 |
| 1730068 | The Coleman Company, Inc. | 1 |
| 1730070 | OxyChem – Wichita plant | 1 |
| 1730075 | Cessna Aircraft Company – Pawnee plant | 1 |
| 1730152 | Nex-Tech Processing, Inc. | 1 |
| 1730153 | Coleman Co., Inc. | 1 |
| 1730155 | Chance Rides Mfg, Inc. | 1 |
| 1730165 | Globe Engineering Company, Inc. | 1 |
| 1730173 | Custom Cupboards, Inc. | 1 |
| 1730225 | City of Wichita-Dept. of Natural Resources | 1 |
| 1730309 | Spirit Aerosystems, Inc. | 1 |
| <hr/> | | |
| 21 | | |

| <u>Class II sources:</u> | <u>Frequency</u> | |
|--------------------------|---|---|
| 1730001 | Cereal Food Processors | 1 |
| 1730005 | McConnell Air Force Base | 1 |
| 1730008 | Ferroloy, Inc. | 1 |
| 1730034 | CCGP, Inc. | 1 |
| 1730036 | APAC-Kansas, Inc., Shears Division | 1 |
| 1730044 | LaFarge North America, Inc. | 1 |
| 1730053 | Abengoa Bioenergy Corp. | 1 |
| 1730062 | DeBruce Grain, Inc. | 1 |
| 1730069 | Bartlett Grain Company, LP | 1 |
| 1730078 | Darling International, Inc. | 1 |
| 1730089 | Universal Lubricants, Inc. | 1 |
| 1730097 | Rich Mix Products, Inc. dba Quikrete | 1 |
| 1730105 | St. Francis Regional Medical Center | 1 |
| 1730106 | St. Joseph Medical Center | 1 |
| 1730107 | Wesley Medical Center | 1 |
| 1730108 | Wichita State University | 1 |
| 1730109 | Wilko Paint, Inc. | 1 |
| 1730110 | Robert J. Dole Veterans Administration Medical Center | 1 |
| 1730130 | ConocoPhillips – Wichita South | 1 |
| 1730132 | Valassis Manufacturing Company | 1 |
| 1730135 | Sedgwick County Public Works | 1 |
| 1730139 | SFB Plastics, Inc. | 1 |
| 1730141 | Magellan Pipeline, L.P. | 1 |
| 1730146 | ONEOK Field Services Company, LLC | 1 |
| 1730147 | Fiber Glass Systems, L.P. | 1 |
| 1730154 | Metal Finishing Company, Inc. | 1 |
| 1730156 | ONEOK Field Services Company, LLC | 1 |
| 1730161 | Clean Harbors Kansas, Inc. | 1 |

| | | |
|---------|--|----|
| 1730163 | Apex Engineering International, LLC | 1 |
| 1730164 | Apex Engineering (W. 2 nd) | 1 |
| 1730168 | EarthGrains Baking Companies, Inc. | 1 |
| 1730171 | Universal Products, Inc. | 1 |
| 1730184 | Barton Solvents, Inc. | 1 |
| 1730197 | Hawker BeechCraft Services | 1 |
| 1730199 | Tamco, Inc. | 1 |
| 1730232 | Precision Pattern, Inc. | 1 |
| 1730247 | HOC Industries, Inc. | 1 |
| 1730252 | Sonaca NMF America, Inc. | 1 |
| 1730270 | Mulvane Municipal Power Plant | 1 |
| 1730283 | Marble Products | 1 |
| 1730284 | Kice Industries – North Facility | 1 |
| 1730326 | Capps Manufacturing, Inc. | 1 |
| 1730335 | Diversified Services, Inc. | 1 |
| | | 43 |

B Sources:

Frequency

| | | |
|---------|-------------------------------|----|
| 1730087 | Treat Co, Inc. | 1 |
| 1730158 | Paragon NDT & Finishing, Inc. | 1 |
| 1730221 | Dawson Brothers, Inc. | 1 |
| 1730229 | Quik Trip #343 | 1 |
| 1730272 | Richard Reed DBA FLP | 1 |
| 1730292 | Eastside Cleaners | 1 |
| 1730294 | Baltimore Cleaners | 1 |
| 1730299 | Discount Cleaners | 1 |
| 1730301 | Elite Cleaners | 1 |
| 1730302 | Morgan Cleaners | 1 |
| 1730304 | Lee's Derby Cleaners | 1 |
| 1730305 | Lee's Cleaners | 1 |
| 1730306 | College Hill Cleaners | 1 |
| 1730313 | Chrome Plus International | 1 |
| 1760325 | Koch Glitsch LP | 1 |
| 1730328 | Premier Processing, LLC | 1 |
| 1730329 | Donham Company | 1 |
| 1730330 | Via Christi | 1 |
| 1730332 | Newman University | 1 |
| 1730335 | Diversied Services | 1 |
| 1730336 | Metal Finishing Company, Inc. | 1 |
| | | 21 |

Total Inspections = 85

C. Quarterly Report Requirements

| 1st Quarter (10/1 – 12/31/13) | 2nd Quarter (1/01 – 3/31/14) | 3rd Quarter (4/01 – 6/30/14) | 4th Quarter (7/01 – 9/30/14) |
|---|--|--|--|
| | | | |

III. Complaint Inspections

A. WDEH & BOA agree as follows:

1. WDEH will respond to complaints they receive regarding demolition activities in the county and may charge costs to Program Maintenance.
2. WDEH will contact complainant by telephone within 2 business days (depending on urgency) of complaint to obtain additional information. If the complaint is not resolved by telephone, on-site investigations will be conducted as soon as practical and within two business days of responding by telephone of the complaint.
3. WDEH will document inspection results on appropriate inspection forms provided by BOA and delivered or mailed to BOA within seven days of the completion of the inspection.

B. Quarterly Reporting Requirements

| 1st Quarter (10/1 – 12/31/13) | 2nd Quarter (1/01 – 3/31/14) | 3rd Quarter (4/01 – 6/30/14) | 4th Quarter (7/01 – 9/30/14) |
|---|--|--|--|
| | | | |

IV. Planning Activities

A. WDEH & BOA agrees as follows:

- WDEH will facilitate regular meetings of the Air Quality Improvement Task Force and through this regional advisory group create and implement Ozone Advance Path Forward action steps that reduce ozone precursors.
- WDEH will attend and participate in committees and other group meetings to develop, discuss, review and revise priorities, plans and strategies (both regulatory and voluntary) for improving air quality. Groups may include, but are not limited to, Wichita Area Metropolitan Planning Organization, Wichita Initiative to Renew the Environment, Visioneering Environmental Sustainability Alliance, South Central Kansas Prosperity Natural Resources Team, etc.

B. Quarterly Reporting Requirements

| 1st Quarter (10/1 – 12/31/13) | 2nd Quarter (1/01 – 3/31/14) | 3rd Quarter (4/01 – 6/30/14) | 4th Quarter (7/01 – 9/30/14) |
|---|--|--|--|
| | | | |

V. Emission Reduction Strategies

A. WDEH & BOA agrees as follows:

- Develop a non-point solvent use reduction program
 - Work with KDHE to identify major sources as partners
 - Work with partners to identify small sources for outreach
 - Organize meeting with KDHE and major sources to discuss program implementation
 - Provide support for SBEAP's air quality activities in Wichita as requested
- Promotion of good commuter habits to public and private entity drivers, activities may include:
 - Continue to implement the idling reduction policy for the City of Wichita vehicle fleet
 - Expand the idling reduction awareness and education to schools, businesses, etc
 - Provide routine newsletter and e-mail updates containing pertinent information on good commuter behavior to employees during ozone season
 - Participate in emission /gas cap testing for general public efforts

- Continue implementation of a local distribution strategy for air quality related educational information and materials
 - Create and implement an Ozone Alert Education Program and Marketing Plan
 - Continue a series of air quality related materials that will be aired on City Cable Channel 7 and radio shows
 - Maintenance of AQ information on the City website
- Provide presentations on air quality issues at appropriate venues
- Communication of forecasted AQI during ozone season
 - Provide regular preseason ozone information via mailing lists and newsletters etc. as appropriate
 - Provide regular updates about AQI forecasts via mailing list and other venues as appropriate
- Promotion and support for the adoption of guidelines and policies that reduce ozone precursors
 - Model landscaping service guidelines
 - Model contracts for public projects
 - Wichita Bicycle Master Plan
 - Native plant landscaping guidelines

B. Quarterly Reporting Requirements

| 1st Quarter (10/1 – 12/31/13) | 2nd Quarter (1/01 – 3/31/14) | 3rd Quarter (4/01 – 6/30/14) | 4th Quarter (7/01 – 9/30/14) |
|---|--|--|--|
| | | | |

VII. Ambient Air Monitoring

A. Requirements

1. WDEH will operate the National Air Monitoring Stations (NAMS), State/Local Air Monitoring Stations (SLAMS), and Special Purpose Monitors (SPM) and make timely submittal of all samples and data in accordance with procedures presented in the following documents:
 - 40 CFR Part 58,
 - State of Kansas Implementation Plan for Attainment and Maintenance of NAAQS, Sec. E – Monitoring Plan,
 - Kansas Ambient Air Monitoring Quality Assurance Program/Project Plans (QAPPs) and associated standard operating procedures (SOPs), and,
 - Instrument Operator’s Manuals.
2. Additions, deletions, and changes in activities will be negotiated and set out in addenda to this Work Plan.
3. WDEH agrees to provide monitoring field support to BOA in responding to natural disasters or other emergency situations. This field support can only be provided with the concurrence of the Wichita City Manager. BOA agrees that the request for assistance will include an explanation of the duties that BOA would like WDEH to assist with and an approximation of the length of time the assistance would be required. If WDEH is unable to meet other contractual obligations due to providing this field monitoring support, BOA agrees to renegotiate those provisions.
4. Quarterly Reporting Requirement

| 1st Quarter (10/1 – 12/31/13) | 2nd Quarter (1/01 – 3/31/14) | 3rd Quarter (4/01 – 6/30/14) | 4th Quarter (7/01 – 9/30/14) |
|---|--|--|--|
| | | | |

B. General

1. Operation: WDEH will make regularly scheduled site visits, and additional site visits as necessary for maintenance, repairs, and QA/QC activities. Document all site visits and activities, and maintain required records and logs.
2. Maintenance: WDEH will perform minor repairs or secure repair service from manufacturer as needed, and coordinate more difficult problems with BOA field staff. Notify BOA by the next working day that an ambient air monitor is down due to equipment failure and provide estimated down time for repairs. Document all maintenance and repair activities, and maintain required records and logs.
3. Quarterly Reporting Requirement

| 1st Quarter (10/1 – 12/31/13) | 2nd Quarter (1/01 – 3/31/14) | 3rd Quarter (4/01 – 6/30/14) | 4th Quarter (7/01 – 9/30/14) |
|---|--|--|--|
| | | | |

C. Particulate Matter/PM₁₀

1. WDEH will retrieve/change PM₁₀ filter elements on schedule. Submit PM₁₀ filters to BOA within 10 working days of the end of the month.
2. WDEH will biannually inspect PM₁₀ motors and change brushes (change motors as needed). Perform PM₁₀ calibrations and maintenance.
3. WDEH will perform annual orifice calibrations and support equipment calibrations. Perform NPAP audit as necessary.
4. Quarterly Reporting Requirement

| 1st Quarter (10/1 – 12/31/13) | 2nd Quarter (1/01 – 3/31/14) | 3rd Quarter (4/01 – 6/30/14) | 4th Quarter (7/01 – 9/30/14) |
|---|--|--|--|
| | | | |

D. Continuous PM₁₀

1. WDEH will perform biweekly flow checks and perform diagnostic checks. Simultaneously replace filter element and clean inlet as necessary.
2. WDEH will perform leak check prior to hardware and software calibrations. Perform hardware and analog output calibration at least once every twelve months. Perform software calibration every six months. For samplers in small “doghouse” shelters, check air conditioning unit every six months.
3. Quarterly Reporting Requirements

| 1st Quarter (10/1 – 12/31/13) | 2nd Quarter (1/01 – 3/31/14) | 3rd Quarter (4/01 – 6/30/14) | 4th Quarter (7/01 – 9/30/14) |
|---|--|--|--|
| | | | |

J. Payment Schedule

1. WDEH will provide quarterly updates on the progress of the Ambient Air Monitoring activities.
2. Schedule

| | |
|--------------------------------------|-----------|
| Monitoring | Number |
| NO _x | 2 |
| CO, O ₃ , SO ₂ | 5 |
| cPM ₁₀ | 3 |
| Total | 10 |

3. Quarterly Reporting Requirements

| 1st Quarter (10/1 – 12/31/13) | 2nd Quarter (1/01 – 3/31/14) | 3rd Quarter (4/01 – 6/30/14) | 4th Quarter (7/01 – 9/30/14) |
|---|--|--|--|
| | | | |

XI. Indirect Costs

- A. WDEH & BOA agree to an indirect costs associated with this contract of 17.9% of the total account reimbursed by BOA.
- B. Quarterly Reporting Requirements

| 1st Quarter (10/1 – 12/31/13) | 2nd Quarter (1/01 – 3/31/14) | 3rd Quarter (4/01 – 6/30/14) | 4th Quarter (7/01 – 9/30/14) |
|---|--|--|--|
| | | | |

- XII.** The KDHE requires quarterly participation in meetings and conference calls to discuss issues that are related to the past and upcoming events with updates on the activities of each contract. *Scheduled Dates* : *TBD*

City of Wichita
City Council Meeting
September 24, 2013

TO: Mayor and City Council

SUBJECT: Design Service Agreement for Woods North Third Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On May 9, 2012, the City Council approved petitions for water, sanitary sewer, and paving improvements to serve Woods North Third Addition, south of 29th Street North, west of 127th Street East.

Analysis: The proposed agreements between the City and Baughman Company provide for design of the improvements. In accordance with Administrative Regulation 1.10, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$42,000 and will be funded by special assessments.

Legal Considerations: The Law Department has reviewed and approved the agreements as to form.

Recommendation/Action: It is recommended that the City Council approve the agreements and authorize the necessary signatures.

Attachments: Agreements.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

THE WOODS NORTH 3RD ADDITION

THIS AGREEMENT, made this _____ day of _____, 2013, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90555 serving Lots 10 through 21, Block A, and Lots 34 through 50, Block D, The Woods North 3rd Addition (south of 29th St N, west of 127th St E) (Project No. 448-90555).

LATERAL 430, FOUR MILE CREEK SEWER serving Lots 17 through 21, Block A, Lots 21 through 24, Block C, and Lots 27 through 50, Block D, The Woods North 3rd Addition (south of 29th St N, west of 127th St E) (Project No. 468-84822).

27th STREET NORTH, WOODRIDGE, 27th COURT NORTH serving Lots 10 through 21, Block A, and Lots 34 through 50, Block D, The Woods North 3rd Addition (south of 29th St N, west of 127th St E) (Project No. 472-85047).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in The Woods North 3rd Addition and to perform the project tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A"**.
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with **Exhibit "A"**; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the

professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the project now in the CITY’S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit “A”**.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER’S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

| | |
|------------------------------|--------------------|
| Project No. 448 90555 | \$6,800.00 |
| Project No. 468 84822 | \$11,800.00 |
| Project No. 472 85047 | \$23,400.00 |
| TOTAL | \$42,000.00 |

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the project such as, but not limited to:
 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the project.
 2. Additional design services not covered by the scope of this agreement.
 3. Construction staking, material testing, inspection and administration related to the project.
 4. A major change in the scope of services for the project.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall

additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the project.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name/Title)

ATTEST:

EXHIBIT “A”

SCOPE OF SERVICES
The Woods North 3rd Addition
(south of 29th St N, west of 127th St E)
(Project No. 448-90555, 468-84822, 472-85047)

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per **Attachment No. 1 to Exhibit “A”**.

In connection with the services to be provided, the ENGINEER shall:

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. **Field Surveys**. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the project limits prior to the ENGINEER conducting the field survey for the project. Utility information shall be clearly noted and identified on the plans.
2. **Storm Water Pollution Prevention**. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per **Attachment No. 1 to Exhibit “A”**.
3. **Soils and Foundation Investigations**. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the project, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The ENGINEER’S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. **Review Preliminary Design Concepts**. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. **Drainage Study**. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. **Plans & Specifications**. Prepare engineering plans, plan quantities and supplemental specifications as required. Pay items of work shall conform to the CITY’s Master Bid Item List. Engineering plans will include incidental drainage where required and permanent traffic signing. The project’s plans and proposed special provisions shall address the requirements included in the City’s Administrative Regulations 6.5, “Cleanup, Restoration or Replacement Following Construction.” Also, final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 1 to Exhibit “A”**. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic

files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

7. Landscaping. Where landscaping may be required along arterial streets, ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the Consultants' Design Team.
8. Property Acquisition. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**
9. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A", also available on the City's FTP site**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
10. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.
11. Shop Drawings. All shop drawings submitted by the contractor for the project shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.
12. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
13. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
14. Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.
15. Permits. The ENGINEER shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the

archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**

16. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by **September 30, 2013.**
- (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by October 14, 2013.

Attachment No. 1 to Exhibit “A” – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Storm Water Division
455 N. Main 8th Floor
Wichita, KS 67202

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must also include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate. Bidding erosion control as “1 LS” is not allowed.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Attachment No. 2 to Exhibit “A” - Scope of Services

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- center of manholes

II. WATER LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release

III. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- center, inside face of curb inlets – Type 1 and Type 1A; center, at high edge of curb inlets – Type 2; CL of street, normal to inlet coordinate
- for skewed inlets typically in intersection radii, or not parallel to baseline – center, inside face of inlet; 15 ft/4 m offset in each direction, to center of inlet, along inside face line extended
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

IV. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL

- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.'s for retaining walls, at back of walls

THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.

In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial streets
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

Attachment No. 3 to Exhibit "A" – Scope of Services

Project Name

Utility Location Verification Non-CIP Project

Projected Bid Date:

UTILITY: _____ **Checked by** _____ **on** _____

Utility Location:

- None in Project Limits In Project Limits, No Relocation Necessary
 Utility will need to relocate Other (please describe)

Briefly Describe Type and Location of Facilities within Project:

Estimate Time for Relocation: < 3 months 3-6 months 6-9 months > 9 months

Weather Sensitive: Yes No If yes, please explain: _____

Utility Plan Review:

- Correct as Shown Corrections needed Attachments provided for Consultant

Corrections necessary on plan sheets:

Additional Information requested from Consultant: _____

Please email this form on or before to:

If relocation is necessary:

Estimated clear date: _____

Completed by _____ **(utility representative) on** _____ **(date)**

Upon completion of relocation:

Relocation complete on: _____

Completed by _____ **(utility representative) on** _____ **(date)**

Attachment No.4 to Exhibit "A" - Scope of Services

| Individual Project Name (i.e., Amidon, 21st to 29th Street North) | | | | | | | | | | | | |
|---|---------------------------------|------------------------|----------------------------|--|--|--|--|---|---|--|--|-------------------------------------|
| Current Date | KDOT Proj. NO/ City Proj. NO | City Design Manager | Consultant | Date of First ULCC | Date of Second ULCC | Date of Plan Revision Distribution | Date of Second Plan Revision Distribution | R/W Purchased Y/N | Date Utilities notified of R/W completion | Project Proposed Bid Date | Proposed Utility Clear Date (project) | |
| 2/21/2013 | 1111111/ 2222222 | Kallman | Ken Lee/ Ruggles & Bohm | 2/21/2013 | 2/21/2013 | | | No | | | | |
| | | | Utility Contact | Utility needs to relocate (Y/N) | Utility in Private Easement (Y/N) | | | Utility needs PROPOSED R/W to relocate (Y/N) | Relocation Weather Sensitive (Y/N) | Estimated Date of Utility Design Completion | Time needed for relocation after utility design complete | Individual Utility Clear Date |
| Westar (Distribution) | | | | | | | | | | | | |
| Location in Project: (Describe Existing Facilities) | | | | | | | | | | | | |
| Relocation Needs: | | | | | | | | | | | | |
| Comments: | | | | | | | | | | | | |
| Westar (Transmission) | | | | | | | | | | | | |
| Location in Project: (Describe Existing Facilities) | | | | | | | | | | | | |
| Relocation Needs: | | | | | | | | | | | | |
| Comments: | | | | | | | | | | | | |

| |
|--|
| KGS |
| Location in Project: (Describe Existing Facilities) |
| Relocation Needs: |
| Comments: |
| Black Hills |
| Location in Project: (Describe Existing Facilities) |
| Relocation Needs: |
| Comments: |
| AT&T |
| Location in Project: (Describe Existing Facilities) |
| Relocation Needs: |
| Comments: |

| |
|--|
| Cox |
| Location in Project: (Describe Existing Facilities) |
| Relocation Needs: |
| Comments: |
| Water |
| Location in Project: (Describe Existing Facilities) |
| Relocation Needs: |
| Comments: |
| Sewer |
| Location in Project: (Describe Existing Facilities) |
| Relocation Needs: |
| Comments: |

| |
|---|
| Stormwater |
| Location in Project: (Describe Existing Facilities) |
| Relocation Needs: |
| Comments: |
| Other |
| Location in Project: (Describe Existing Facilities) |
| Relocation Needs: |
| Comments: |

EXHIBIT "B"

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita
City Council Meeting
September 24, 2013**

TO: Mayor and City Council

SUBJECT: Change Order No. 2 for Improvements to Serve Frontgate Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: On May 21, 2013, the City Council approved petitions for sanitary sewer, storm water drainage, and water distribution system improvements to serve Frontgate Addition, south of Central, west of 127th Street East. In August 2013, a surveying error by City staff resulted in a 10-foot horizontal shift of a portion of the constructed improvements.

Analysis: Rework for drainage, sanitary sewer, and water distribution is necessary as a result of the surveying error. Storm water and sanitary sewer lines must be adjusted and the site re-graded per the original plans. Additionally, the water line connection must be moved, requiring directional drilling below existing facilities and the removal and replacement of a portion of Central Street. A change order has been prepared to authorize the additional work.

Financial Considerations: Improvements serving the development are funded by special assessments and the amount being assessed remains as previously approved. The improvement district will not incur any additional costs as a result of the error.

The cost of the additional work is \$29,599 and will be paid from the Engineering operating budget. This change order represents 7.45% of the original contract amount and is within the 25% of contract cost limit set by City Council policy. This change order plus previous change orders brings the contract total to \$454,363.

Legal Considerations: The Law Department has reviewed and approved the change order as to form. The change order amount is within the 25% of contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachments: Change Order No. 2



To: McCullough Excavation, Inc.

Project: L433 FMC tied w/ SWD #387 tied w/ WDS to serve Frontgate Addition

Change Order No.: 2

Project No.: 468-84879/468-84880/448-90592

Purchase Order No.: 340436

OCA No.: 744350 /751517/735488

CHARGE TO OCA No.: 132001

PPN: 480042/485408/470161

Please perform the following extra work at a cost not to exceed \$ **29,598.85**

Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 3 weeks for approval.

Additional Work:

Stormwater - Extend SWS Lines 1 and 2 by 10'; shorten SWS Line 3 by 10'. Re-grade the site per original plans, except the pond.

Sanitary Sewer - Remove and replace 45 LF of Line 3.

Waterline - Line 1 of the WDS will not be tied in off Jackson Street, as the plans called for. The proposed new connection will be west of the entrance to Frontgate Addition. The new line will be installed between the back of curb and the existing 4'x6' SWS box, and will be directional drilled underneath the existing SS and SWS for the connection in Central. A section of Central Street will be removed and replaced to tap into the existing 20" water main.

Reason for Additional Work: A surveying error by City staff resulted in a 10' horizontal shift of public improvements for the development. Rework for drainage, sanitary sewer and water is necessary as a result. Funding for the additional work will come from Engineering operating budget funds.

| Line # | KDOT # | Item (Participating) | Negotiated/ | | Unit Price | Extension |
|--------------|--------|-------------------------|-------------|------------|-------------|--------------------|
| | | | Bid | Qty | | |
| 20 | | Pipe, SWS 24" | Bid | 10.0 lf | \$60.00 | \$600.00 |
| 19 | | Pipe, SWS 18" | Bid | 10.0 lf | \$46.00 | \$460.00 |
| 20 | | Pipe, SWS 24" | Bid | (10.0) lf | \$60.00 | (\$600.00) |
| ADD | | Re-grade Site | Negotiated | 1 LS | \$15,713.85 | \$15,713.85 |
| ADD | | Remove Line 3 SS | Negotiated | 1 LS | \$500.00 | \$500.00 |
| 1 | | Pipe, SS 8" | Bid | 45.0 lf | \$22.00 | \$990.00 |
| 45 | | Pipe, WL 8" | Bid | (312.0) lf | \$22.50 | (\$7,020.00) |
| ADD | | Pipe, WL 8" at curb | Negotiated | 150.0 lf | \$50.00 | \$7,500.00 |
| ADD | | Directional Drill | Negotiated | 30.0 lf | \$150.00 | \$4,500.00 |
| ADD | | Traffic Control | Negotiated | 1.0 LS | \$1,000.00 | \$1,000.00 |
| ADD | | Demo/Haul off Pvmt | Negotiated | 1.0 LS | \$2,000.00 | \$2,000.00 |
| ADD | | Replace Street/Sidewalk | Negotiated | 1.0 LS | \$3,955.00 | \$3,955.00 |
| Total | | | | | | \$29,598.85 |

| | |
|--|---|
| CIP Budget Amount: \$155,000.00 (744350) | Original Contract Amt.: \$422,850.00 |
| \$343,000.00 (751517) | |
| \$ 97,000.00 (735488) | |
| Consultant: Baughman | Current CO Amt.:..... \$29,598.85 |
| Total Exp. & Encum. To Date: | Amt. of Previous CO's: \$1,914.00 |
| CO Amount: \$29,598.85 | Total of All CO's: \$31,512.85 |
| Unencum. Bal. After CO \$15,816.60 (744350) | % of Orig. Contract / 25% Max.: 7.45% |
| \$59,871.31 (751517) | Adjusted Contract Amt.: \$454,362.85 |
| \$27,509.57 (735488) | |

Greg Baalman, P.E.
Construction Engineer

Date

Approved:

Contractor

Date

Approved as to Form:

Gary Rebenstorf
Director of Law

Date

Gary Janzen, P.E.
City Engineer

Date

Approved

Alan King
Director of Public Works & Utilities

Date

By Order of the City Council:

Carl Brewer
Mayor

Date

Attest: _____
City Clerk

CITY OF WICHITA
City Council Meeting
September 24, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 10603 East Kellogg for the Improvement of the Kellogg Avenue (US Highway 54) from Cypress to Chateau (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On February 8, 2011, the City Council approved the design for the improvement of Kellogg Avenue (Highway 54) from Cypress to Chateau. The project calls for the improvement of Kellogg to a six lane, limited access highway, with one-way frontage roads on each side of the highway together with interchanges at the intersections of Webb Road and the Kansas Turnpike (Interstate 35). The project will require the acquisition of all or part of approximately 32 parcels. The properties consist of a mix of retail and commercial uses. The property located at 10603 East Kellogg contains 24.66 acres and is improved as an automobile dealership. The buildings are not impacted by the acquisition. The project requires 10,410.4 square foot temporary easement along the northerly edge of the property and a 10,844.3 square foot drainage easement from Chateau to existing retention on the site.

Analysis: The acquisition was appraised at \$22,712 predicated on a land value of \$4.80 per square foot for a 41,983 square foot temporary easement with a two-year term. During negotiations, the temporary easement was reduced to 10,410.4 square feet but the term was increased to six years. As a result, the temporary construction easement value was increased to \$32,800. A drainage easement was also added after the start of negotiations and was valued at \$16,266.45. The offer did not include any compensation for additional drainage improvements required to allow Chateau to drain onto the property. These were valued at \$94,838 based on estimates. These changes resulted in a value of \$143,904.45. This amount was accepted by the property owner.

Financial Considerations: A budget of \$144,904.45 is requested. This includes \$143,904.45 for the acquisition and \$1,000 for the closing costs and other administrative costs. The funding source is Local Sales Tax (LST) and State and Federal grant funds administered by the Kansas Department of Transportation.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council; 1) approve the Budget; 2) approve the Real Estate Purchase Agreement; and 3) authorize the necessary signatures.

Attachments: Aerial map, tract maps, and real estate purchase agreement.

PROJECT: Kellogg Improvement – Cypress to Chateau DATE:

COUNTY: Sedgwick

TRACT NO.: 43

CITY OF WICHITA, KANSAS

A MUNICIPAL CORPORATION

**CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY PERMANENT EASEMENT
AND TEMPORARY EASEMENT**

THIS AGREEMENT made and entered into this ___ day of _____, 2013 by and between:

Davis-Moore Real Estate, LLC, “Landowner(s)”, and the City of Wichita, State of Kansas, “City”

WITNESSETH, For consideration as hereinafter set forth, the Landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

See Exhibits TEMPORARY CONSTRUCTION EASEMENT Tract # 43 -Temp (the “Temporary Easement Area”), and PERMANENT DRAINAGE EASEMENT Tract # 43- Drain (the “Drainage Easement”).

(collectively, the “Easement Area”), but not over the remainder of Landowner’s parcel.

The term of the temporary easement shall be six years after acquisition or 60 days after completion of construction, whichever is sooner. The City will not utilize the Temporary Easement Area for staging or allow vehicles to be parked on the easement area during construction. In addition, the City agrees that it will exercise its rights in the Easement Area in a manner that (a) minimizes the interruption of vehicular and pedestrian access (both ingress and egress) to the Landowner’s property; (b) does not restrict or reduce parking spaces on the subject real estate; (c) always allows for two-way vehicular access to the Landowner’s property; and (d) minimizes, to the best of the City’s ability, interference with the Landowner’s (and its Tenants’) use and enjoyment of the Landowner’s property for its existing retail use. City agrees to pay for any loss, damage, or injury to persons or property on the Landowner’s property arising out of the activities on the Easement area by the City and its contractors and subcontractors, to the extent it has liability under the Kansas Tort Claim Act. The easement documents will be prepared and executed at closing.

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of Easements to the City. Landowner will continue to have the right to fully enjoy the Easement Area, consistent with the grant of the

Easements to the City.

The City agrees to purchase the above described real estate, and to pay therefore, below described amount on or before September 30, 2013.

Landowner and City acknowledge that there may be unforeseen circumstances that require work that impacts the perimeter fencing. If there is such work that impacts the guardrail, the method and timing of removal, replacement and interim security must be approved in advance by the Landowner. If personal property of the landowner is lost due to this additional work, City and/or its contractor shall be responsible for reimbursement of said loss to Landowner. After completion of construction, the City will restore the land and improvements, utility lines, sprinkler systems, landscaping, sod, trees, shrubs and other areas disturbed by the City's work within the Easement Area and on the property of the Landowner that is damaged during construction to as near as possible the conditions which existed prior to the date the City commenced its work in the Easement Area. Said improvements made by the City within the Easement Area shall be permanent with quality materials and performed in a good and workmanlike manner. The City will ensure that any permanent grade change will have minimal affect on the Easement Area. The City and Landowner agree that no grading will be permitted in the Easement Area that results in a permanent grade change that could reduce the value of the Landowner's property, cause damage to the Landowner's landscaping, or cause an adverse change in drainage of Landowner's property (except as specifically contemplated by the Drainage Easement).

Upon development of Chateau, two access points will be provided to the Landowner's property from Chateau in approximately the locations shown on EXHIBIT CHATEAU PROFILE. The City will develop the access points to the right of way line of Chateau. Landowner shall be responsible for the development of any area between the right of way line and Landowner's existing improvements. To the degree that existing improvements of the Landowner encroach into the platted right of way of Chateau, the Landowner shall be responsible for the removal of such encroachment.

At least two access points from Kellogg Drive to the Landowner's property shall be maintained at all times during construction. The access on the west of Landowner's property shall be reconstructed in such a manner as to allow ingress and egress at all times during construction.

The drainage easement described in the Drainage Easement shall be constructed and maintained by the City. Any dirt surplus to the construction of the improvements in the Drainage Easement shall be left on site at a location to be designated by Landowner if Landowner so desires. Landowner will be responsible, at Landowner's option, for the construction and maintenance of structured, subsurface drainage. Upon construction of a structured, subsurface drainage system to replace the improvements constructed in the Drainage Easement, the Drainage Easement will be terminated.

All taxes, rents, insurance premiums, etc. shall be prorated at closing. All closing fees and costs are to be paid by the City.

Real property to be acquired:

Drainage Easement Approximately 10,844.3 Sq. Ft.

\$ 16,266.45

Rev. 9-94

D. O. T.

Form No. 1716

| | |
|--|----------------------------|
| Temporary construction easement Approximately 10,410.4 Sq. Ft. | \$ 32,800.00 |
| Compensation for Drainage Improvements | \$ 94,838.00 |
| TOTAL | <u>\$143,904.45</u> |

It is understood and agreed that the above stated consideration for said real estate is in full payment of the described easements over said tract of land and its use for the purposes above set out including claims that Landowners may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C.A. 4601, et. Seq. excepting the potential claim for the relocation of the guardrail as described above and any claim relating to City's failure to carry out its obligations hereunder.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNER:

Davis Moore Real Estate, LLC

BUYER:

City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

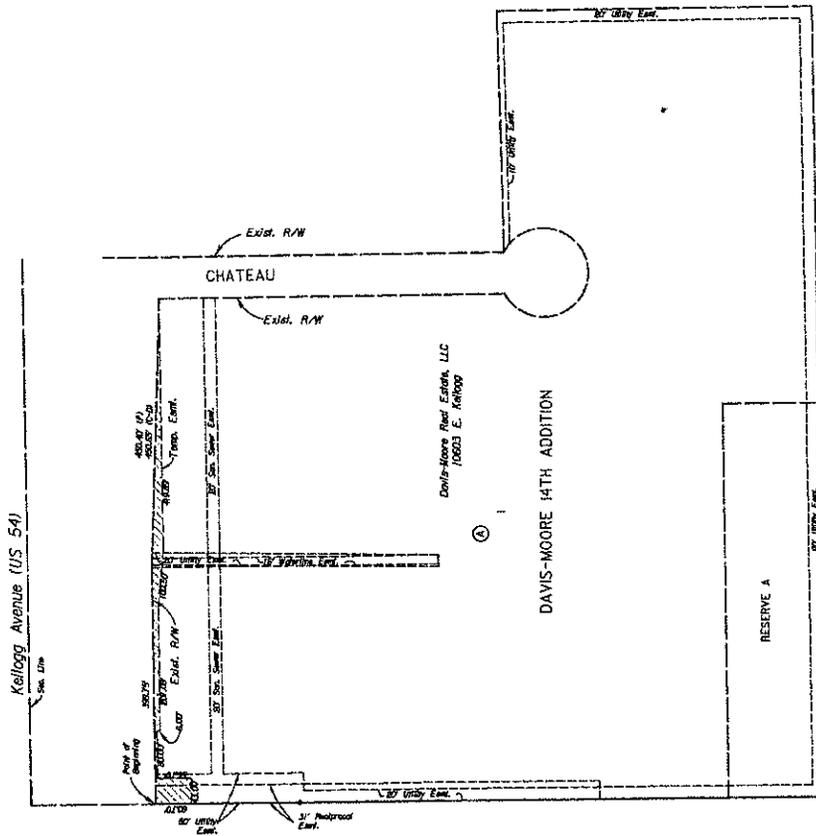
ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

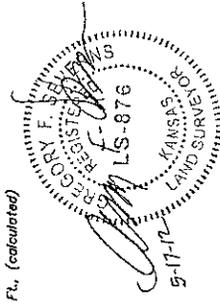
EXHIBIT
TEMPORARY CONSTRUCTION EASEMENT
 Tract # 43-Temp
 C-62766



LEGAL DESCRIPTION:

That part of Lot 1, Block A, Davis-Moore 14th Addition, Wichita, Sedgewick County, Kansas described as follows: Beginning at the northwest corner of said Lot 1; thence southerly along the north line of said Lot 1, north line; thence easterly with a deflection angle to the right of 02°32'42", 450.40 feet (platted); 450.65 feet (calculated per described information), to the most northerly northeast corner of said Lot 1; thence westerly with a deflection angle to the right of 177°26'57", 418.89 feet; thence westerly with a deflection angle to the right of 05°44'51", 100.00 feet to a point 100.00 feet normally distant south of the west line of the north line of said Lot 1; thence westerly with a deflection angle to the left of 05°24'29" and parallel with the west segment of the north line of said Lot 1, 207.09 feet to a point 123.09 feet normally distant east of the west line of said Lot 1; thence northerly with a deflection angle to the right of 90°08'11", 6.00 feet to a point 4.00 feet normally distant south of the west segment of the north line of said Lot 1; thence westerly with a deflection angle to the left of 90°08'11", 80.00 feet to a point 43.00 feet normally distant east of the west line of said Lot 1; thence southerly with a deflection angle to the left of 89°51'49" and parallel with the west line of said Lot 1, 56.70 feet; thence westerly with a deflection angle to the right of 89°51'28", 43.00 feet to a point on the west line of said Lot 1; thence northerly with a deflection angle to the right of 90°08'32" and along the west line of said Lot 1, 80.70 feet to the point of beginning.

Containing 10410.4 Sq. Ft., (calculated)



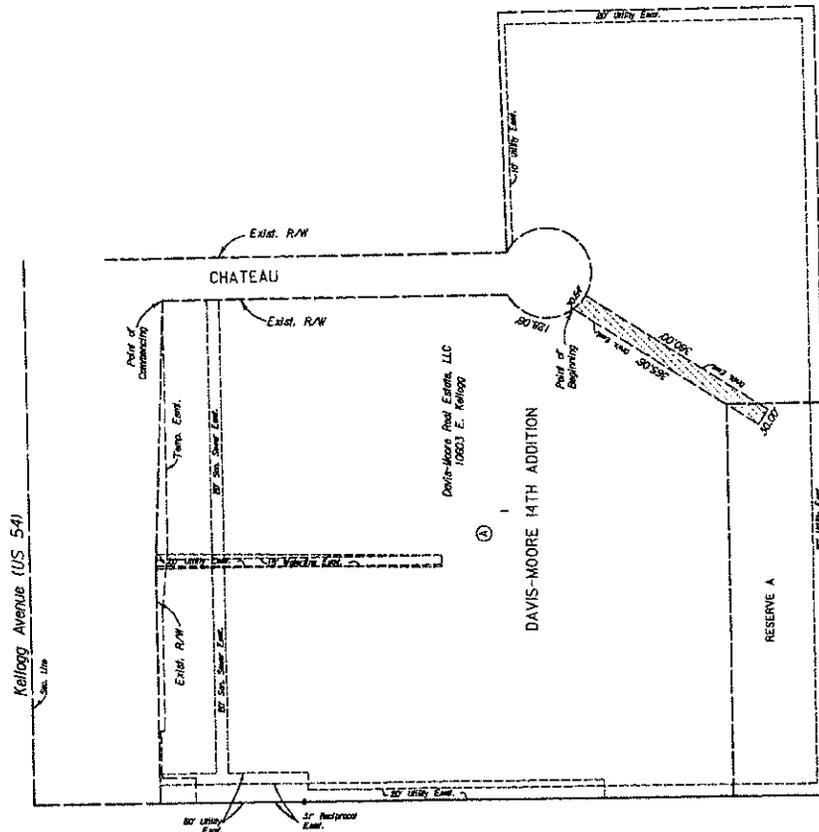
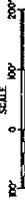
5-17-12

Baughman
 ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Baughman Company, P.A.
 315 EIM-3E WICHITA, KS 67211 P:316.83.3171 F:316.83.0149

10: DWG
 10:00 10:00
 Project Number 10-07-E517
 E:\eng\East Kellogg\Exhibits\Tract 005-KTA.dwg

EXHIBIT
PERMANENT DRAINAGE EASEMENT
 Tract # 43-Drain
 C-62766



LEGAL DESCRIPTION:

A 30.00 foot wide tract of land in Lot 1, Block A, and in Reserve A, all in Davis-Moore 14th Addition, Wichita, Sedgwick County, Kansas, tract of land being more fully described as follows: Commencing at the most northerly northeast corner of said Lot 1; thence southerly along a segment of the east line of said Lot 1; to the point of curvature of a non-tangent curve to the left in said east line; thence southwesterly and southerly along said curve, through a central angle of 97°50'00" and having a radius of 75.00 feet, an arc distance of 128.06 feet, (having a chord length of 113.06 feet, said chord deflecting 137°54" to the right of the first described course), and for a point of beginning; thence southwesterly with a deflection angle to the right of 19°48'00" from the last described chord, 365.06 feet; thence southeasterly with a deflection angle to the left of 90°00'00" from the last described course, 30.00 feet; thence northeasterly with a deflection angle to the left of 90°00'00" from the last described course, 360.00 feet to a point on the curve in said east line; thence northeasterly along said curve through a central angle of 232°49' and having a radius of 75.00 feet, an arc length of 30.64 feet, (having a chord length of 30.42 feet, said chord deflecting 80°25'09" to the left of the last described course), to the point of beginning.

Containing 10,844.3 Sq. Ft., (calculated)



8-8-13

Baughman
 ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Baughman Company, P.A.
 315 E. 10th St., Wichita, KS 67211 P 316.262.7271 F 316.365.0140

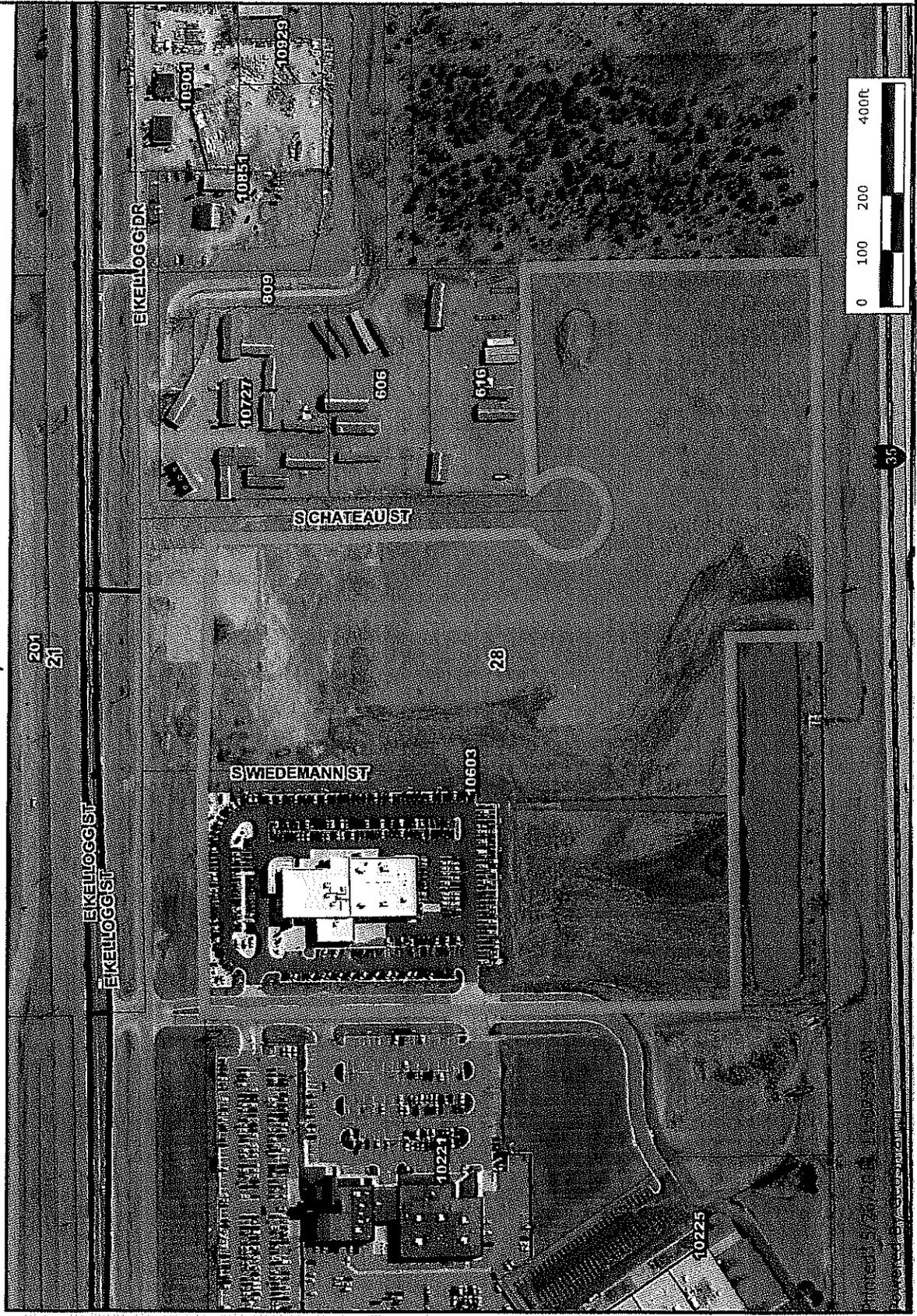
1/2" = 100' (Horizontal) 1/4" = 100' (Vertical)
 Project Number 10-07-E517
 E: eng/East Kellogg/Exhibits/Tract 43-Drain.dwg



10603 E Kenogg

C-62766, Tract 43

- Identified Features
- Selected Features
- Property Parcels
- Roads
- State Highway
- US Federal Highway
- Interstate
- KTA
- Arterial
- Collector
- Minor
- Ramp
- Township and Range
- Section



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



CITY OF WICHITA
City Council Meeting
September 24, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2535 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21st Street North and 29th Street North. The project will require a partial acquisition of 30 properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21st Street, 25th Street and 29th Street will be reconstructed. The proposed partial acquisition of 2535 North Amidon consists of 1,425 square feet for road right-of-way. The right-of-way taking consists of a five foot wide strip of land adjacent to Amidon. The improvements are not impacted by the proposed project but the acquisition will impact the parking area and a tree.

Analysis: The proposed acquisition was valued at \$860 (\$.60 per square foot) for the right-of-way. This amount was offered to the owner. Bids were obtained to replace the tree at a cost of \$2,540 and to move the parking blocks at a cost of \$250. The owner has agreed to accept these amounts, totaling \$3,650, for the acquisition.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$4,150 is requested. This includes \$860 for the acquisition, \$2,790 for cost to cure and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

Attachments: Real estate agreement, tract map and aerial map.

PROJECT: Amidon – 21st Street to 29th Street

DATE:

CITY/COUNTY: Wichita/Sedgwick

TRACT NO.: 3

CITY OF WICHITA, KANSAS

A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT made and entered into this 3 day of September, 2013 by and between:

Beth-Eden Baptist Church dba Cornerstone Bible Church, a not for profit corporation
“Landowner(s)”, and the City of Wichita, State of Kansas, “City”

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

That part of Lots 12 and 13, Block 4, Riverlawn Heights, an Addition to Wichita, Sedgwick County, Kansas, described as beginning at the northeast corner of said Lot 12; thence South along the east lines of said Lots 12 and 13, 225.00 feet to the southeast corner of said Lot 13; thence West along the south line of said Lot 13 to a point 5.00 feet west of said east line; thence North, parallel with said east line, 195.00 feet to a point 30.00 feet south and 5.00 feet west of the place of beginning; thence northwesterly, 36.69 feet to a point on the north line of said Lot 12, said point being 25.00 feet west of the place of beginning; thence East along said north line, 25.00 feet to the place of beginning.

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City.

The City agrees to purchase the above described real estate, and to pay therefore, below described amount on or before September 30, 2013. Landowner shall surrender possession at closing.

Landowner shall remove all personal property prior to closing. Any personal property remaining in or upon said property after closing shall be considered abandoned. The City may dispose of any remaining personal property in any way it deems without further compensation to Landowner.

All taxes, rents, insurance premiums, etc. shall be prorated at closing. All closing fees and costs are to be paid by the City.

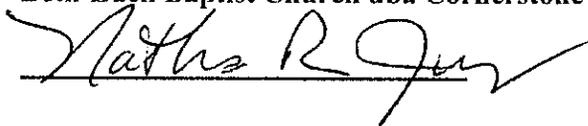
| | |
|---|--------------------|
| Real property to be acquired as right of way: 1,425 Sq. Ft. | \$ 860.00 |
| Temporary construction easement: N/A | N/A |
| Cost to cure items: Tree | \$ 2,540.00 |
| Parking Blocks | \$ 250.00 |
| TOTAL | \$ 3,650.00 |

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out including claims that Landowners may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C.A. 4601, et. Seq.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNER:

Beth-Eden Baptist Church dba Cornerstone Bible Church



BUYER:

City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

RIGHT OF WAY EXHIBIT

BETH-EDEN BAPTIST CHURCH
 2535 AMIDON
 WICHITA KS 67204-5655

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE

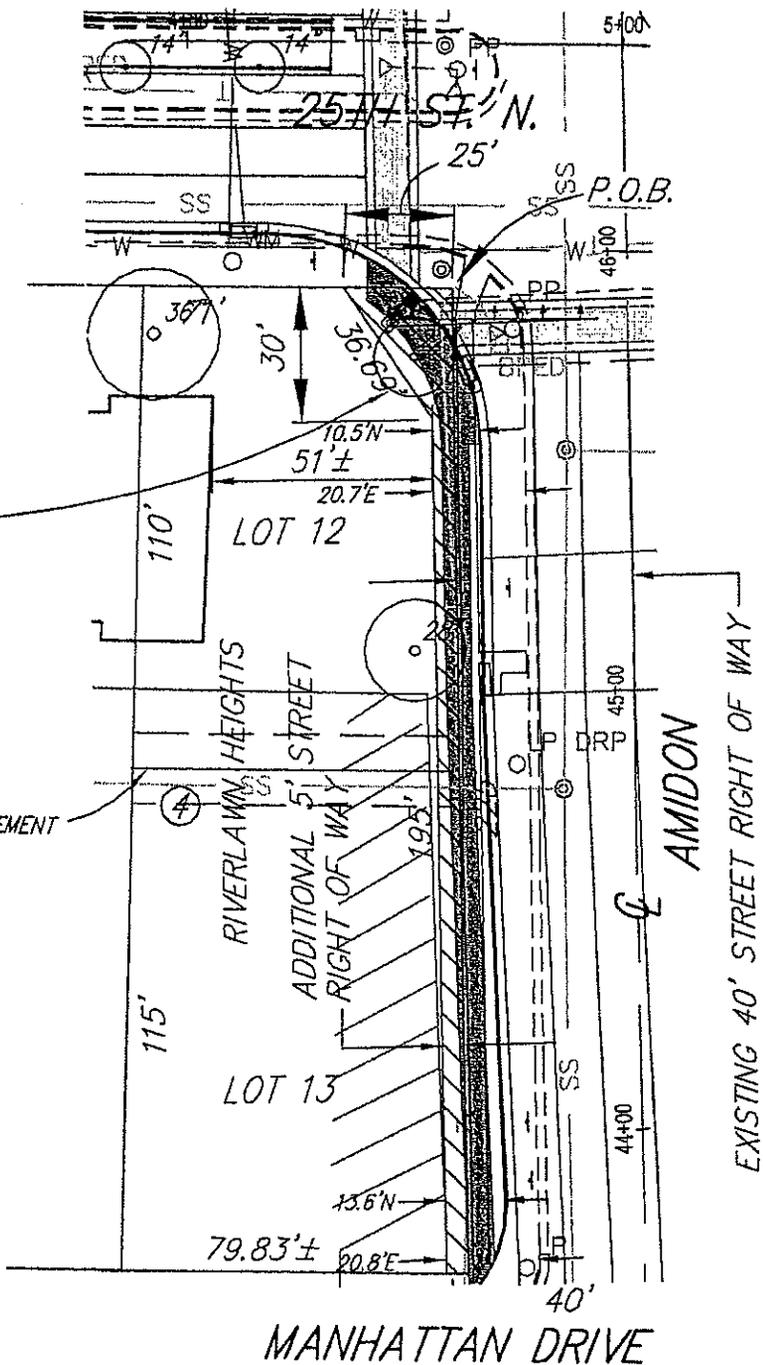
A 10846

Right Of Way Area: 1,425 Sq. Ft.±
 0.03 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED STREET RIGHT OF WAY

TREE TO BE REMOVED

16' UTILITY EASEMENT



Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

924 North Main
 Wichita, Kansas 67203
 www.rbkansas.com

(316) 264-8008
 (316) 264-4621 fax
 E-mail: info@rbkansas.com

3647T



2535 North Amidon



| | |
|--|---------------------------|
| | Identified Features |
| | Property Parcels |
| | Roads |
| | State Highway |
| | US Federal Highway |
| | Interstate |
| | KTA |
| | Arterial |
| | Collector |
| | Minor |
| | Ramp |
| | Railroads |
| | Quarter Section |
| | Waterways |
| | Streams |
| | Airports |
| | 2006 County Aerial Photo |
| | SDERASTER.S-DEDATA.ORTH-O |
| | SDERASTER.S-DEDATA.ORTH-O |
| | City Limits |
| | Andale |
| | Bel Aire |
| | Bentley |
| | Cheney |
| | Clearwater |
| | Colwich |
| | Derby |
| | Eastborough |
| | Garden Plain |
| | Goddard |
| | Haysville |
| | Kechi |
| | Maize |



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Powered By GeoSmart, Inc.

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



CITY OF WICHITA
City Council Meeting
September 24, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 947 North Hillside for the Redbud Multi-Use Path, Interstate 135 to Oliver (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On December 4, 2012, the City Council approved the design concept for the completion of the bicycle/pedestrian path along the abandoned railroad corridor from Murdock and Interstate 135 to 17th Street North and Oliver. The project will require the partial acquisition of four tracts. The property at 947 North Hillside is improved with a single-family residence although it is currently zoned for commercial use. There is a four foot wide sidewalk within the City right-of-way along Hillside and the project requires the acquisition of an additional six feet to accommodate the widening of the sidewalk/multi-use path from four feet to ten feet. The acquisition area is comprised of 484.6 square feet. The onsite improvements are not affected by the project.

Analysis: The owner rejected the estimated market value of \$500, or \$1 per square foot. Through negotiation, the owner agreed to accept \$1,000, or \$2 per square foot.

Financial Considerations: The funding sources for the project are from both General Obligation Bonds and Federal grants administered by the Kansas Department of Transportation (KDOT). A budget of \$1,500 is requested. This includes \$1,000 for the acquisitions and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the budget and; 2) accept the easement.

Attachments: Real estate agreement, tract map, and aerial map.

REAL ESTATE AGREEMENT

THIS AGREEMENT, Made and entered into this 25 day of July, 2013 by and between Shannon Suzanne Brown Shiner, Diana Kay Brown Lewis, Steven Allen Brown, Cherie-Lynn Brown, and Christopher Joseph Brown, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a perpetual easement for the construction and maintenance of road right-of-way and other related infrastructure improvements within, upon and under the following described tract, to wit:

A six foot wide tract of land for right-of-way purposes more fully described as follows:
The east 6 feet of Lots 9, 11, and 13 on Hillside Ave, Frisco Ave Addition to the City of Wichita, Sedgwick County, Kansas

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to Buyer, the above described tract the sum of One Thousand Dollars (\$1,000) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before September 13, 2013.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right

to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

10. The parties covenant and agree that, except for the closing costs and title insurance referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services, including but not limited to survey, platting and environmental site assessments relating to the execution and performance of this Contract incurred by such party.

11. Buyer and Seller hereby agree that the proceeds totaling \$1,000 will be split among the five sellers in equal shares.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Shannon Suzanne Brown Shiner, Diana Kay Brown Lewis, Steven Allen Brown, Cherie-Lynn Brown, and Christopher Joseph Brown:

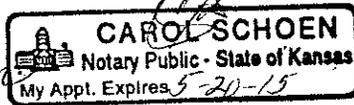
Steven Allen Brown

Steven Allen Brown

Today: 7-25-13

Carol Schoen

Carol Schoen



BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

REAL ESTATE AGREEMENT

THIS AGREEMENT, Made and entered into this ___ day of _____, 2013 by and between Shannon Suzanne Brown Shiner, Diana Kay Brown Lewis, Steven Allen Brown, Cherie-Lynn Brown, and Christopher Joseph Brown, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a perpetual easement for the construction and maintenance of road right-of-way and other related infrastructure improvements within, upon and under the following described tract, to wit:

A six foot wide tract of land for right-of-way purposes more fully described as follows:
The east 6 feet of Lots 9, 11, and 13 on Hillside Ave, Frisco Ave Addition to the City of Wichita, Sedgwick County, Kansas

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to Buyer, the above described tract the sum of One Thousand Dollars (\$1,000) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before September 13, 2013.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right

to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

10. The parties covenant and agree that, except for the closing costs and title insurance referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services, including but not limited to survey, platting and environmental site assessments relating to the execution and performance of this Contract incurred by such party.

11. Buyer and Seller hereby agree that the proceeds totaling \$1,000 will be split among the five sellers in equal shares.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Shannon Suzanne Brown Shiner, Diana Kay Brown Lewis, Steven Allen Brown, Cherie-Lynn Brown, and Christopher Joseph Brown:


Cherie L. Todd fka Cherie-Lynn Brown

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

REAL ESTATE AGREEMENT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2013 by and between Shannon Suzanne Brown Shiner, Diana Kay Brown Lewis, Steven Allen Brown, Cherie-Lynn Brown, and Christopher Joseph Brown, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a perpetual easement for the construction and maintenance of road right-of-way and other related infrastructure improvements within, upon and under the following described tract, to wit:

A six foot wide tract of land for right-of-way purposes more fully described as follows:
The east 6 feet of Lots 9, 11, and 13 on Hillside Ave, Frisco Ave Addition to the City of Wichita, Sedgwick County, Kansas

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to Buyer, the above described tract the sum of One Thousand Dollars (\$1,000) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before September 13, 2013.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right

to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

10. The parties covenant and agree that, except for the closing costs and title insurance referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services, including but not limited to survey, platting and environmental site assessments relating to the execution and performance of this Contract incurred by such party.

11. Buyer and Seller hereby agree that the proceeds totaling \$1,000 will be split among the five sellers in equal shares.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Shannon Suzanne Brown Shiner, Diana Kay Brown Lewis, Steven Allen Brown, Cherie-Lynn Brown, and Christopher Joseph Brown:

Christopher Joseph Brown
Christopher Joseph Brown

Kelly A Brown

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

REAL ESTATE AGREEMENT

THIS AGREEMENT, Made and entered into this 9th day of Aug, 2013 by and between Shannon Suzanne Brown Shiner, Diana Kay Brown Lewis, Steven Allen Brown, Cherie-Lynn Brown, and Christopher Joseph Brown, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a perpetual easement for the construction and maintenance of road right-of-way and other related infrastructure improvements within, upon and under the following described tract, to wit:

A six foot wide tract of land for right-of-way purposes more fully described as follows:
The east 6 feet of Lots 9, 11, and 13 on Hillside Ave, Frisco Ave Addition to the City of Wichita, Sedgwick County, Kansas

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to Buyer, the above described tract the sum of One Thousand Dollars (\$1,000) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before September 13, 2013.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right

to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

10. The parties covenant and agree that, except for the closing costs and title insurance referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services, including but not limited to survey, platting and environmental site assessments relating to the execution and performance of this Contract incurred by such party.

11. Buyer and Seller hereby agree that the proceeds totaling \$1,000 will be split among the five seller's in equal shares.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Shannon Suzanne Brown Shiner, Diana Kay Brown Lewis, Steven Allen Brown, Cherie-Lynn Brown, and Christopher Joseph Brown:



Shannon Suzanne Brown aka Shannon Shiner



Ted Shiner

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

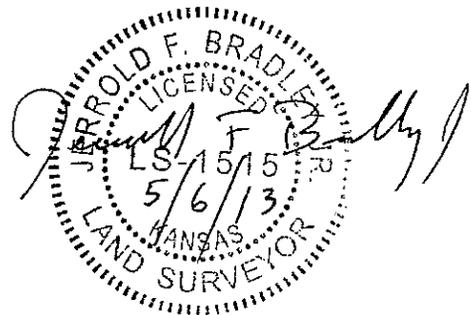
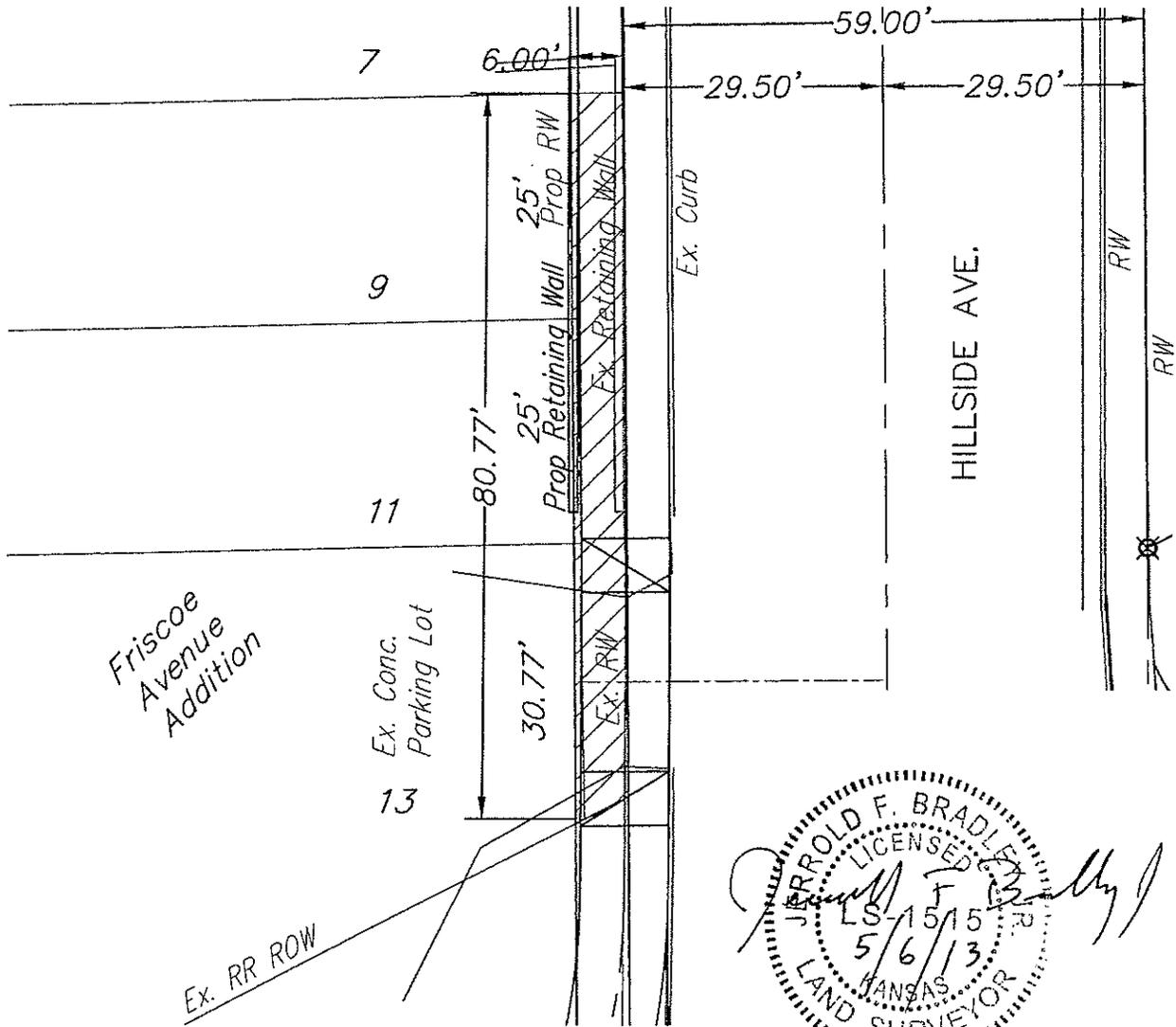
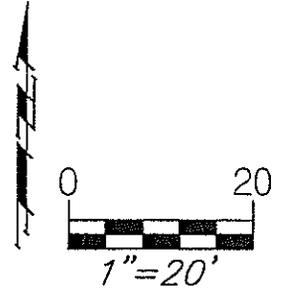
Gary E. Rebenstorf, Director of Law

Redbud Bike Path Exhibit

LEGAL DESCRIPTION:

A six (6) foot wide tract of land for Right of Way purposes more fully described as follows:
 The east 6.00 feet of Lots 9, 11, and 13, on Hillside Ave., Frisco Avenue Addition to the
 City of Wichita Kansas

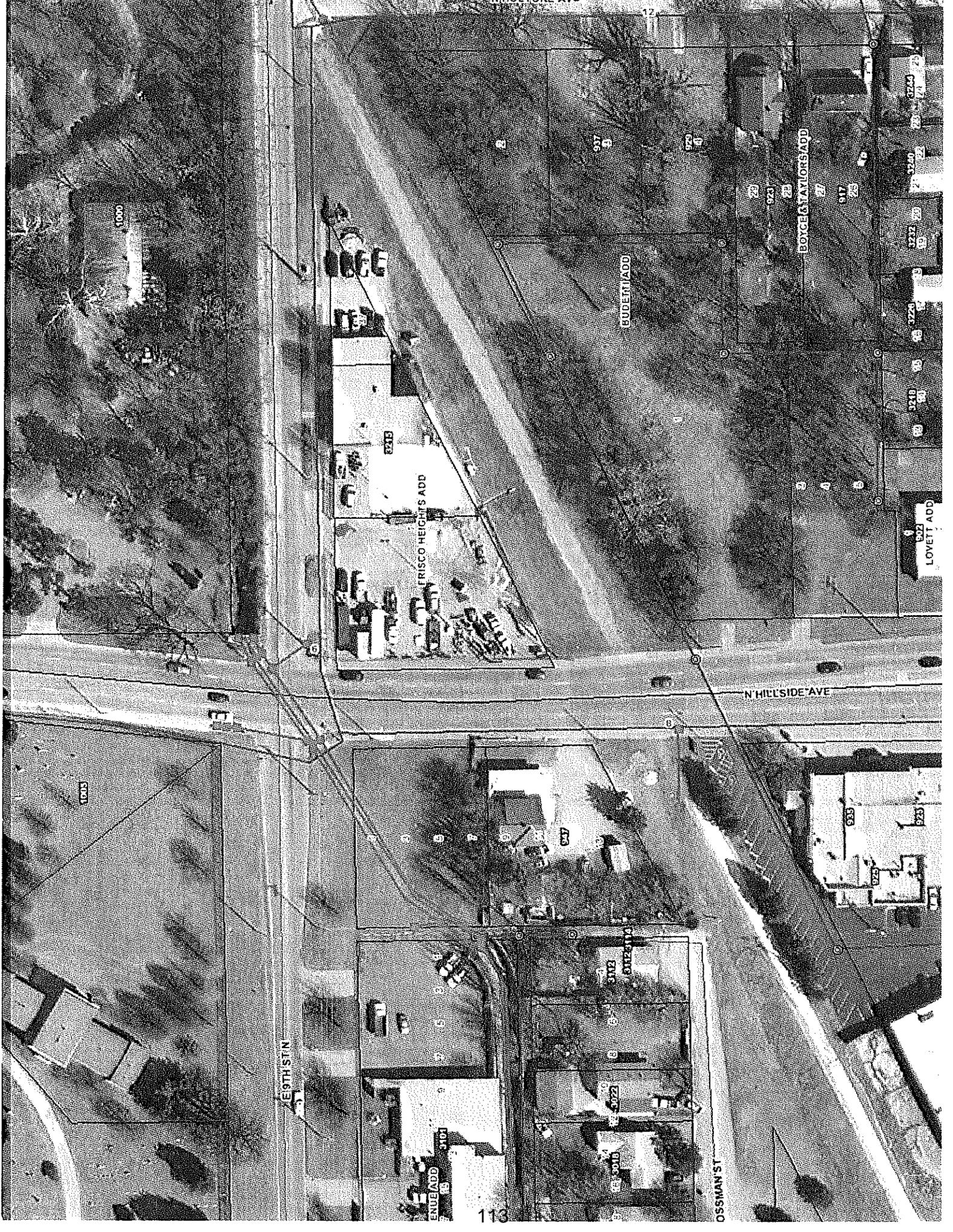
Said tract containing 484.6 sq. ft. more or less.



Owner:
 BROWN DONNA J ETAL
 4018 W 17TH ST
 WICHITA, KS 67212-1706

B Baughman Company, P.A.
 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

E:\Projects\Redbud Bike Path\Base\RW Exhibits



CITY OF WICHITA
City Council Meeting
September 24, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 4401 East 17th Street for the Redbud Multi-Use Path, Interstate 135 to Oliver (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On December 4, 2012, the City Council approved the design concept for the completion of the bicycle/pedestrian path along the abandoned railroad corridor from Murdock and Interstate 135 to 17th Street North and Oliver. The project will require the partial acquisition of four tracts. The property at 4401 East 17th Street is improved with a church. The eastern portion of the church property is vacant land. The proposed taking at 4401 East 17th is comprised of 6,123.3 square feet. The improvements are not affected by the project. The area within the taking will be utilized as a trail head connection point and improved with a parking lot, a circular plaza, benches, and art work. The subject property is zoned for multi-family use.

Analysis: The owner rejected the estimated market value of \$6,125, or \$1 per square foot. Through negotiation, the owner agreed to accept \$12,250, or \$2 per square foot.

Financial Considerations: The funding sources for the project are from both General Obligation Bonds and Federal grants administered by the Kansas Department of Transportation (KDOT). A budget of \$12,750 is requested. This includes \$12,250 for the acquisitions and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the budget and; 2) authorize the necessary signatures.

Attachments: Real estate agreement, tract map, and aerial map.

REAL ESTATE AGREEMENT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2013 by and between Paradise Missionary Baptist Church, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a Warranty Deed for the construction and maintenance of the Redbud Multi-Use Path Right-of-Way and other related infrastructure improvements within, upon and under the following described tract, to wit:

A tract of land for Right-of-Way purposes more fully described as follows: That part of Reserve D, Ken-Mar Addition to Wichita, Kansas lying east of and abutting the following described line: Commencing at the northeast corner of the Southeast Quarter of Section 11, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence westerly along the north line of said Southeast Quarter, 340 feet for a point of beginning; thence southerly perpendicular to the north line of said Southeast Quarter to a point on the northerly right-of-way line of the St. Louis & San Francisco Railroad, (now Burlington Northern and Santa Fe Railroad), and for a point of termination, all of the above being subject to road rights-of-way of record.

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to Buyer the above described tract the sum of Twelve Thousand Two Hundred Fifty Dollars (\$12,250) in the manner following, to-wit: cash at closing.

3. Buyer hereby waives any and all rights, title or interest in any settlement or benefit found due the Seller arising out of the case of Allison, et al. v. USA, Case No. 1:05-cv-00992-TCW, currently pending in the US Court of Federal Claims. Any such settlement or benefit shall remain vested with the Seller.

4. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before September 13, 2013.

7. The Seller further agrees to convey the above described land with all the improvements located thereon and deliver possession of the same in the same condition as they now are,

reasonable wear and tear excepted.

8. Possession to be given to Buyer on or before closing date.

9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

10. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:
PARADISE MISSIONARY BAPTIST CHURCH



Rev. David E. Chiles, Interim Pastor



Sister Gloria Sanders, Church Clerk

BUYER:
By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

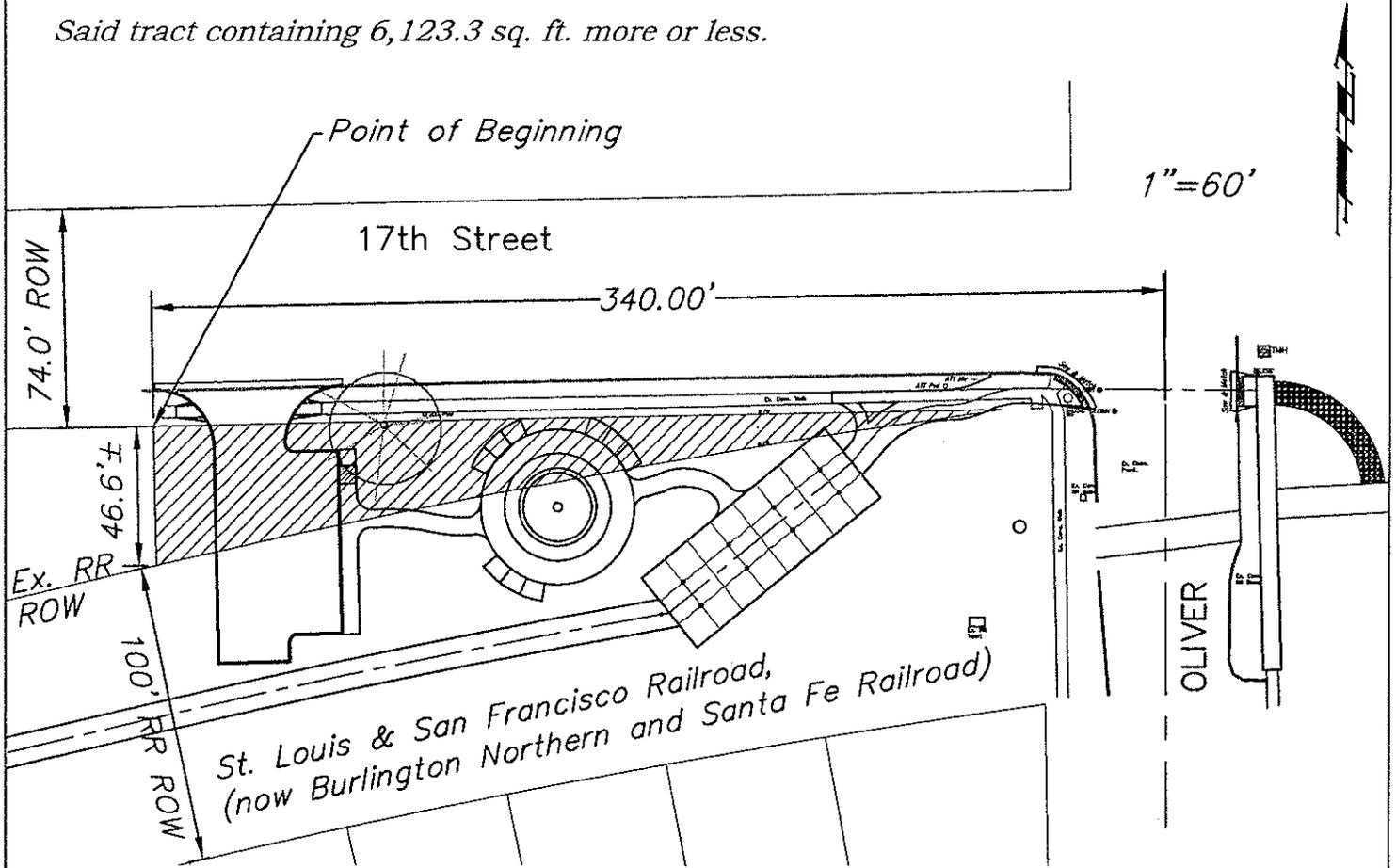
Gary E. Rebenstorf, Director of Law

Redbud Bike Path Exhibit

LEGAL DESCRIPTION:

A tract of land for Right of Way purposes more fully described as follows: That part of Reserve "D", Ken-Mar Addition to Wichita, Kansas lying east of and abutting the following described line: Commencing at the northeast corner of the Southeast Quarter of Section 11, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence westerly along the north line of said Southeast Quarter, 340.00 feet for a point of beginning; thence southerly perpendicular to the north line of said Southeast Quarter to a point on the northerly right-of-way line of the St. Louis & San Francisco Railroad, (now Burlington Northern and Santa Fe Railroad), and for a point of termination, all of the above being subject to road rights-of-way of record.

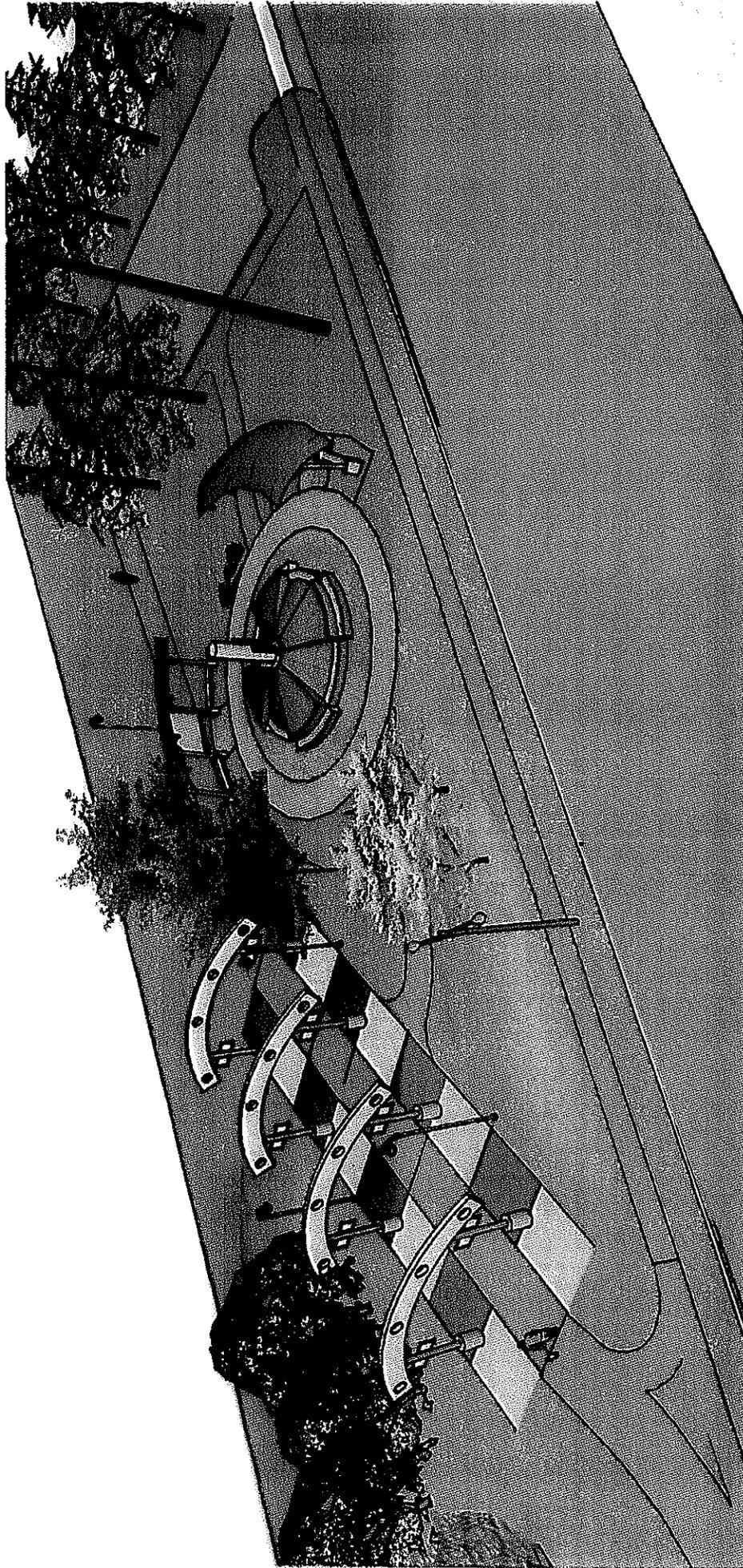
Said tract containing 6,123.3 sq. ft. more or less.



Owner:
 PARADISE MISSIONARY BAPTIST CHURCH
 P O BOX 8607
 WICHITA, KS 67208-2242



B Baughman Company, P.A.
 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
 Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE







**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Karen Sublett, City Clerk
FROM: Gary E. Rebenstorf, Director of Law
SUBJECT: Report on Claims for August 2013
DATE: September 10, 2013

The following claims were approved by the Law Department during the month of August 2013.

| | |
|----------------------|-----------------|
| AT&T | \$10,000.00* ** |
| Carmichael Farms | \$ 3,937.50 |
| Carmichael Farms | \$ 9,765.00 |
| Majeed, Kyri | \$10,000.00* ** |
| Scheer, Mrs. Matthew | \$ 255.00 |
| Villar, David | \$ 1,089.51 |
| Walker, Scott | \$ 3,814.63 |
| Wilbur, Ted | \$ 6,170.00 |

*City Manager Approval

** Settled for lesser amount than claimed

***Settled for more than amount claimed

cc: Robert Layton
Shawn Henning

City of Wichita
City Council Meeting
September 24, 2013

TO: Mayor and City Council
SUBJECT: Payment for Settlement of Claim
INITIATED BY: Law Department
AGENDA: Consent

Recommendation: Authorize payment of \$25,500 as a full settlement for all claims arising out of a police incident occurring on July 11, 2013.

Background: This claim arises from a police standoff which occurred on July 11, 2013 at 4141 S. Seneca. Claimant alleges that his personal property and contents of his apartment were destroyed by actions of the Wichita Police Department.

Analysis: Claimant has agreed to accept a lump sum payment of \$25,500 as full settlement of all his claims against the City of Wichita and its employee. Due to the uncertainty and risk of an adverse judgment at trial, the Law Department recommends the settlement. The settlement of this claim does not constitute an admission of liability on the part of the City or the employee; rather, it is merely a settlement to resolve a disputed claim.

Financial Considerations: Funding for this settlement payment is available in the Self Insurance Fund. Finance is authorized to make any budget adjustments necessary for payment of the settlement and to issue any general obligation bonds, as necessary, to provide for payment of the approved settlement.

Legal Considerations: The Law Department recommends settlement of this claim for the amount of \$25,500. A bonding resolution has been prepared by Bond Counsel and has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council authorize payment of \$25,500 as full settlement of all possible claims arising out of the events which are the subject of this claim and adopt the bonding resolution.

Attachments: Bonding resolution.

RESOLUTION NO. 13-182

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO FUND A CIVIL CLAIM SETTLEMENT

WHEREAS, K.S.A. 75-6113 (the “Act”) provides that payment of any judgments, compromises or settlements for which a municipality is liable pursuant to K.S.A. 76-6101 *et seq.*, and amendments thereto, may be made from any funds or moneys of the municipality which lawfully may be utilized for such purpose or if the municipality is authorized by law to levy taxes upon property such payment may be made from moneys received from the issuance of no-fund warrants, temporary notes or general obligation bonds, provided that warrants or temporary notes issued shall mature serially at such yearly dates as to be payable by not more than 10 tax levies and any bonds shall be issued in accordance with the provisions of the general bond law and shall be in addition to and not subject to any bonded debt limitation prescribed by any other law of the state of Kansas; and

WHEREAS, the City of Wichita, Kansas (the “City”), is a municipality within the meaning of the Act; and

WHEREAS, the governing body of the City has heretofore approved a certain Settlement Agreement relating to the incident occurring on July 11, 2013 involving the Wichita Police Department, under which Settlement Agreement, the City is liable pursuant to K.S.A. 75-6101 *et seq.*, to pay a settlement in the amount of \$25,500 and related expenses (the “Settlement”); and

WHEREAS, the governing body of the City hereby finds and determines it to be necessary to authorize the issuance of general obligation bonds of the City to finance the Settlement and related costs.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Financing. The City is hereby authorized to issue general obligation bonds (the “Bonds”) pursuant to the authority of the Act in an amount necessary to pay the costs of the Settlement, plus interest on interim financing and associated financing costs. Bonds may be issued to reimburse Settlement expenditures made on or after the date which is 60 days before the date of adoption of this Resolution pursuant to Treasury Regulation §1.150-2.

SECTION 2. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

ADOPTED by the City Council of the City of Wichita, Kansas on September 24, 2013.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
September 24, 2013

TO: Mayor and City Council

SUBJECT: 2013 Internet Crimes Against Children (ICAC) Grant and Agreement

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the 2013 Internet Crimes Against Children (ICAC) Grant and Agreement.

Background: The City of Wichita Police Department, Sedgwick County Sheriff's Office and Department of Children and Family (DCF) have jointly operated an Exploited and Missing Child Unit (EMCU) since the mid 1980's. The mission of the unit is to investigate cases of missing and/or abused children, to identify offenders and to collect evidence for the prosecution of suspect(s), all minimizing trauma to the child victims. The EMCU operation is based on a Memorandum of Understanding signed by the participating parties.

Analysis: Since 2002, the U.S. Department of Justice and the Office of Juvenile Justice Programs (OJJ) have awarded an Internet Crimes Against Children (ICAC) grant to the (EMCU). The grant is administered by Sedgwick County and provides funding for one Sheriff's Office Detective and one Wichita Police Department detective assigned to the (EMCU), and also vehicle, travel/training, equipment and supplies costs. The City of Wichita's portion of the 2013 Internet Crimes Against Children (ICAC) grant award is \$128,067 for salary/benefits for one detective position and associated vehicle costs.

Financial Considerations: Sedgwick County will reimburse the City of Wichita for salary and benefit costs for a Police detective position and related vehicle fleet costs, not to exceed \$128,067 for a 12-month period ending June 30, 2014. No local grant match is required.

Legal Considerations: The Agreement has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the 2013 Internet Crimes Against Children (ICAC) Grant in the amount of \$128,067, approve the Agreement between the City of Wichita and Sedgwick County and authorize the necessary signatures.

Attachments: 2013 Agreement between the City of Wichita and Sedgwick County.

**AGREEMENT
BETWEEN THE CITY OF WICHITA, KANSAS AND SEDGWICK COUNTY,
KANSAS**

2013 Kansas Internet Crimes Against Children (ICAC) Task Force Award

This Agreement is made and entered into this ___ day of _____, 2013 by and between Sedgwick County, Kansas, hereinafter referred to as COUNTY, and the CITY of Wichita, hereinafter referred to as CITY, both of Sedgwick County, State of Kansas.

Witnesseth:

WHEREAS, this Agreement is made under the authority of K.S.A. 12-2908, which authorizes municipalities to contract with other municipalities to perform any governmental service, activity or undertaking that each is authorized by law to perform; and

WHEREAS, COUNTY is the recipient of a grant award from the United States Department of Justice for funding the Internet Crimes Against Children (ICAC) program operated by the Exploited and Missing Child Unit (EMCU); and

WHEREAS, included in the award budget is a City of Wichita Police Department detective salary and benefits and vehicle service charges totaling \$128,067.68; and

WHEREAS, the COUNTY agrees to provide the CITY \$128,067.68 from the ICAC award to cover staff and vehicle costs as identified the grant application budget excerpt (Attachment A); and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the ICAC funds; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to pay CITY a total of \$ 128,067.68 of ICAC funds.

Section 2.

CITY agrees to use \$ 128,067.68 for the staff and vehicle costs related to the Internet Crimes Against Children Project for the grant period of July 1, 2013 through 6-30-2014.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Kansas Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Kansas Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

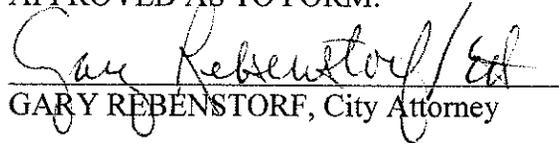
CITY OF WICHITA, KANSAS

CARL BREWER, Mayor

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:



GARY REBENSTORF, City Attorney

SEDGWICK COUNTY, KANSAS

JAMES B. SKELTON, Chairman
Commissioner, 5th District

ATTEST:

KELLY ARNOLD, County Clerk

APPROVED AS TO FORM:

JENNIFER MAGANA
DEPUTY COUNTY COUNSELOR

City of Wichita
City Council Meeting
September 24, 2013

TO: Mayor and City Council

SUBJECT: Emergency Replacement of the Chiller at Fire Station No. 1 (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Ratify and approve the emergency replacement of the chiller.

Background: On Tuesday, August 6, 2013, it was discovered that two of the four compressors failed in the air cooled chiller due to a lighting strike at Fire Station 1, 731 North Main. Staff immediately began the process to replace the two compressors. On Wednesday, August 21, 2013, it was discovered a third compressor failed due to being over worked from the previous failure of the two compressors. With three of the four compressors offline, staff believed that the failure of the fourth and final compressor was imminent. Crews set up portable air-conditioning units in the Fire Station until a chiller could be shipped to the site and installed by City maintenance staff. On August 23, 2013, the City Manager approved proceeding with informal bids on an emergency basis.

Analysis: Staff contacted three air cooled chiller distributors for informal bids for a like replacement, and factory start-up with first year parts and labor warranty and parts warranty for years two through five. Comfort Products Distributing Carrier Enterprise submitted the lowest bid at \$32,269.

Financial Considerations: Funds are available from the previously approved Capital Improvement Program project Aged Fire Station Maintenance. The project is funded by General Obligation Bonds.

Legal Considerations: City ordinance 2.64.020(a), "Emergencies," expressly authorizes the City Manager to approve work to be performed for emergency repair/replacement of critical infrastructure facilities by an outside contractor without formal bidding.

Recommendations/Actions: It is recommended that the City Council ratify the City Manager's emergency approval of the repairs and authorize the necessary signatures.

Attachments: Memo to City Manager.



INTEROFFICE MEMORANDUM

TO: Robert Layton, City Manager
THROUGH: Alan King, Director of Public Works & Utilities
FROM: Jay Newton, Fleet & Facilities Superintendent *Joseph T. Payne*
DATE: August 23, 2013
SUBJECT: Emergency Replacement of the Air Cooled Chiller / Fire Station 1, 731 N. Main

On Tuesday, August 6, 2013, it was discovered that two of the four compressors failed in the Air Cooled Chiller due to a lighting strike at Fire Station 1, 731 N. Main. Staff immediately began the process to replace the two compressors.

On Wednesday, August 21, 2013, it was discovered a third compressor failed, due to being over worked from the previous failure of the two compressors.

With three of the four compressors offline, staff believes that the failure of the fourth and final compressor is imminent.

The HVAC Supervisor called three contractors for quotes for a like replacement, installation, and factory start-up with 1st year parts & labor warranty, and parts warranty for years 2-5. After receiving these quotes it was cost effective to replace instead of repair. The low bid to replace is Comfort Products Distributing Carrier Enterprise at \$32,369.00. Work to replace the chiller can begin by Wednesday, August 28, 2013 with an estimated completion date of Friday, August 30, 2013. Staff is looking into temporary cooling during the downtime; the cost is unknown at this time.

Due to the urgent nature and the cost of \$32,369.00, funding will be from the CIP project "General Repairs - City Facilities." Inspection of the project will be performed Public Works & Utilities, Fleet & Facilities.

I request that you declare this a Public Exigency, which is defined under City Code, Section 2.64.020(a), as an instance when public exigency will not permit the delay incident to advertising, as determined and approval by the City Manager. An approval line has been provided if you concur with this request. A subsequent agenda item will be prepared to obtain Council acknowledgement of this declaration action.

Robert Layton, City Manager

City of Wichita
City Council Meeting
September 24, 2013

TO: Mayor and City Council
SUBJECT: Purchase of Transit Exterior Bus Wash System (All Districts)
INITIATED BY: Wichita Transit
AGENDA: Consent

Recommendation: Approve the vendor selection, authorize the Purchasing Manager to enter into a contract and adopt the resolution.

Background: Wichita Transit (WT) has the need to replace its current Bus Wash System. The current system is original equipment installed in 2000. It has required additional maintenance and several major parts have started to fail over the last three years. This project is included in the adopted 2011-2020 CIP.

Analysis: The current 14 year old Bus Wash System is at the end of its useful life and requires replacement. This equipment replacement is eligible for Federal Transit capital funding (80% Federal/20% Local). The new system will reduce the number of movable parts in the wash cycle thus reducing maintenance and repair costs in the future. The new system will be a “drive through” system recommended by an independent consultant that meets current industry standards. Also, the new system will have a water reclamation system which will allow Transit to reclaim approximately 70% of water used in each wash cycle (estimated at 2.8 million gallons per year). This should result in a reduction in water use and cost annually to the Transit Department’s operational budget.

A Request for Proposal was distributed to 43 vendors and three responses were received for this project. The selection committee received presentations and evaluated each proposal on August 23, 2013. Based on the evaluation criteria, the committee members ranked the proposal submitted by Ross & White Company as the best proposal to provide the exterior Bus Wash System.

Financial Considerations: The cost of the recommended Bus Wash System is \$186,065. Of this amount, \$148,852 will be funded by a Federal Section 5307 grant (80%), with a local match (20%) of \$37,213. The local match will be funded through the issuance of general obligation bonds rather than utilizing State funding received from the Kansas Department of Transportation (KDOT), as originally reflected in the 2011-2020 CIP. KDOT funds are being shifted to reduce the local share of operating costs.

Legal Considerations: The procurement process used complies with federal requirements. The Law Department has reviewed and approved the bonding resolution and will also review approve the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the selection of Ross and White Company and authorize the Purchasing Manager to enter into a contract in the amount of \$186,065 for the removal and installation of the exterior Bus Wash System, and adopt the bonding resolution.

Attachments: Bonding resolution

FIRST PUBLISHED IN THE WICHITA EAGLE ON SEPTEMBER 27, 2013

RESOLUTION NO. 13-183

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO PURCHASE AN EXTERNAL BUS WASH EQUIPMENT SYSTEM FOR THE TRANSIT BUS OPERATIONS BUILDING.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

SECTION 1: That the cost of said public improvements, interest on interim financing and associated financing costs shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156 (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation §1.150-2. The total cost is estimated not to exceed \$186,065.00, exclusive of the financing cost on borrowed money."

SECTION 2: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 24th day of September, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Second Reading Ordinances for September 24, 2013 (first read on September 17, 2013)

A. Public Hearing and Tax Exemption Request, WSM Industries, Inc.

ORDINANCE NO. 49-577

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF WSM INDUSTRIES, INC., SO EXEMPTED.

B. SUB2011-00011 – Plat of Skyway West 2nd Addition located on the southeast corner of 31st Street South and 119th Street West. (District IV)

ORDINANCE NO. 49-579

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

C. SUB2011-00012 – Plat of Skyway West 3rd Addition located on the northwest corner of 31st Street South and Maize Road. (District IV)

ORDINANCE NO. 49-580

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

City of Wichita
City Council Meeting
September 24, 2013

TO: Mayor and City Council

SUBJECT: ZON2013-00018 – Zone change from SF-5 Single-Family Residential (SF-5) to Two-Family Residential (TF-3) on property generally located north of 55th Street South and west of Seneca Street. (District IV)

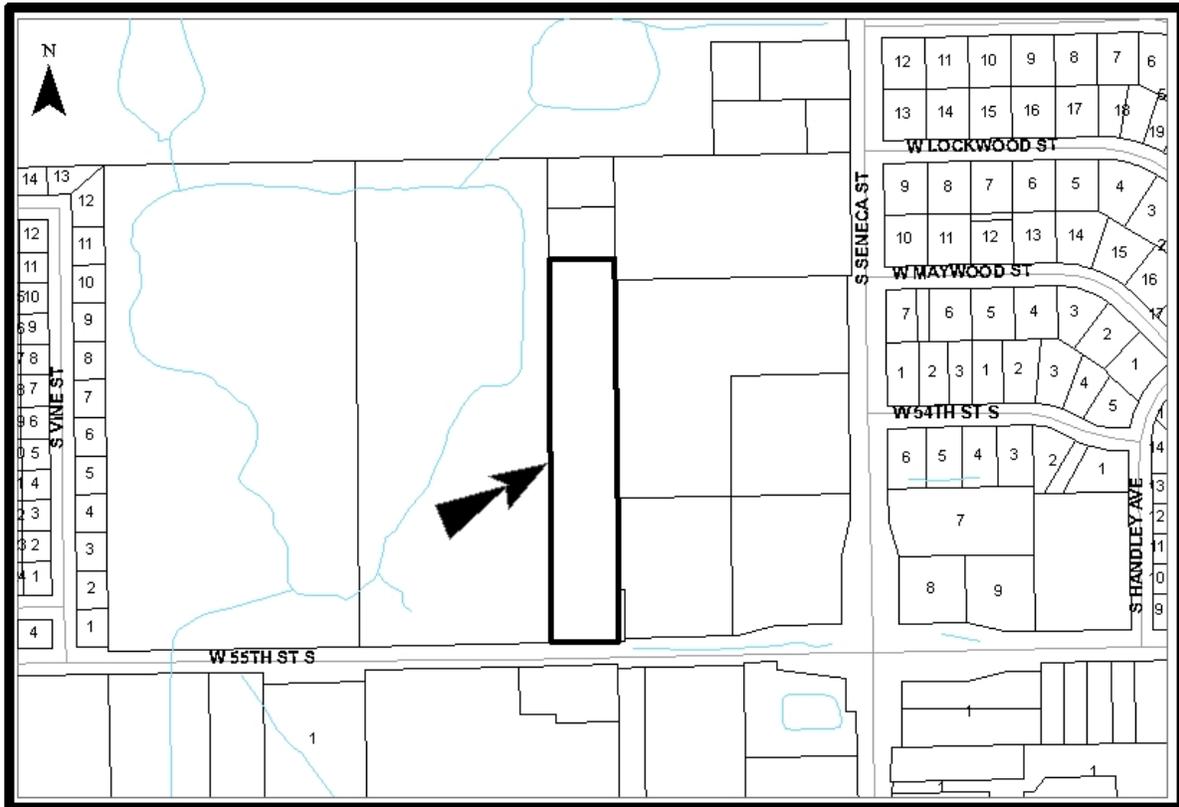
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve (8-0) contingent upon Park Board approval and platting within one year.

DAB IV Recommendation: Approve (7-0) contingent upon Park Board approval and platting within one year.

MAPD Staff Recommendation: Approve contingent upon Park Board approval and platting within one year.



Background: The applicant is requesting TF-3 Two-Family Residential (TF-3) zoning on the 4.05 acre SF-5 Single-Family Residential (SF-5) zoned site. The tract is part of the southeast portion of the City of Wichita owned, unplatted, South Lakes Park. The applicant proposes a duplex development. Last year the applicant rezoned the abutting eastern properties TF-3, contingent on replatting; ZON2012-00022 is not in effect at this time. The Park Board has authorized the negotiation of the sale of the land and will need to give final approval of the sale and zone change, as will the City Council.

The site is located west of Seneca Street on the north side of 55th Street South. The SF-5 zoned South Lakes Public Park, which is where the site is located in, is one of the dominate feature of this area with its small lakes, open spaces and playing fields. The park's largest fishing lake abuts the west side of the site. A small SF-5 zoned manufactured home subdivision is located further west, as is the City of Haysville and its USD 261 public school facilities (the other dominant feature of the area), anchored by Campus High School. SF-5 zoned non-conforming outdoor storage abuts the north side, as well as a portion of the east side, of the site. Vacant MF-29 Multi-Family Residential (MF-29), GO General Office (GO) and LC Limited Commercial (LC) zoned properties also abut and are adjacent to the east side of the site. The abutting and adjacent MF-29, LC, GO zoned properties were approved for TF-3 zoning contingent on replatting; ZON2012-00022 is not in effect at this time. Urban scale SF-5 zoned single-family residential development makes up most of the development located further east, across Seneca. However, there is also a small group of LC zoned apartments and MF-29 and TF-3 zoned duplexes, clustered around a LC zoned convenience store. Development located south of the site, across 55th Street South, includes undeveloped LC zoned property, large and small tract LC and SF-5 zoned single-family residences, a LC zoned church, a GC General Commercial (GC) zoned contractor's stone and gravel yard, a vacant LC zoned bar and SF-5 and SF-20 Single-Family Residential (SF-20) zoned agricultural land.

Analysis: At the District Advisory Board (DAB IV) meeting held August 12, 2013, the DAB voted, unanimously (7-0), to approve the requested zoning contingent upon Park Board approval and platting within one year. At the Metropolitan Area Planning Commission (MAPC) meeting held August 22, 2013, the MAPC voted (8-0) to approve the request contingent upon Park Board approval and platting within one year. There were no citizens who spoke against the request at the MAPC or DAB meetings. Planning has received no phone calls protesting the request. There have been no valid protest petitions filed with the City Clerk.

Financial Considerations: There are no financial considerations in regards to the zoning request.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC, approve the zone change contingent upon Park Board approval, subject to platting within one year of the governing body approval and instruct the Planning Department to forward the ordinance for first reading when the plat is complete (simple majority required).

Attachments:

- Ordinance
- MAPC minutes
- DAB memo

ORDINANCE NO. 49-581

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2013-00018

Zone change from Single-Family Residential (“SF-5”) to Two-Family Residential (“TF-3”) on an approximately 4.06-acre property described as:

A tract of land in the west half of the Southeast Quarter of the Southeast Quarter of Section 19, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as beginning at a point 660 feet west of the southeast corner of said Section 19, thence north 1052.5 feet; thence west 165 feet; thence south 1052.5 feet; thence east 165 feet to the point of beginning, EXCEPT the south 40 feet thereof; generally located north of 55th Street South and west of Seneca Street.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Gary E. Rebenstorff, City Attorney

**EXCERPT MINUTES OF THE AUGUST 22, 2013 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: ZON2013-00018 - City of Wichita, c/o John Philbrick (owner) / Angel Fire, LLC, c/o Mike Brand (applicant) / Baughman Co., PA, c/o Phil Meyer (agent) request a zone change from SF-5 Single-family Residential to TF-3 Two-family Residential on property described as:

A tract of land in the west half of the Southeast Quarter of the Southeast Quarter of Section 19, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as beginning at a point 660 feet west of the southeast corner of said Section 19, thence north 1052.5 feet; thence west 165 feet; thence south 1052.5 feet; thence east 165 feet to the point of beginning, EXCEPT the south 40 feet thereof.

BACKGROUND: The applicant is requesting TF-3 Two-Family Residential (TF-3) zoning on the 4.05-acre SF-5 Single-Family Residential (SF-5) zoned site. The tract is part of the southeast portion of the City of Wichita owned, unplatted, South Lakes Park. The applicant proposes a duplex development. Last year the applicant had rezoned the abutting eastern properties TF-3, contingent on replatting; ZON2012-00022 is not in effect at this time. The Park Board has authorized the negotiation of the sale of the land and will need to give final approval of the sale and zone change, as will City Council.

The site is located west of Seneca Street on the north side of 55th Street South. The SF-5 zoned South Lakes Public Park, which is where the site is located in, is one of the dominate feature of this area with its small lakes, open spaces and playing fields. The park's largest fishing lake abuts the west side of the site. A small SF-5 zoned manufactured home subdivision is located further west, as is the City of Haysville and its USD 261 public school facilities (the other dominant feature of the area), anchored by Campus High School. SF-5 zoned non-conforming outdoor storage abuts the north side, as well as a portion of the east side, of the site. Vacant MF-29 Multi-Family Residential (MF-29), GO General Office (GO) and LC Limited Commercial (LC) zoned properties also abut and are adjacent to the east side of the site. The abutting and adjacent MF-29, LC, GO zoned properties were approved for TF-3 zoning contingent on replatting; ZON2012-00022 is not in effect at this time. Urban scale SF-5 zoned single-family residential development makes up most of the development located further east, across Seneca. However, there is also a small group of LC zoned apartments and MF-29 and TF-3 zoned duplexes, clustered around a LC zoned convenience store. Development located south of the site, across 55th, includes undeveloped LC zoned property, large and small tract LC and SF-5 zoned single-family residences, a LC zoned church, a GC General Commercial (GC) zoned contractor's stone and gravel yard, a vacant LC zoned bar and SF-5 and SF-20 Single-Family Residential (SF-20) zoned agricultural land.

CASE HISTORY: The site is part of the City of Wichita's South Lakes Park complex of fishing ponds, open spaces and playing fields. The park land was acquired in 1990 – 1992. DAB IV heard this request at their August 12, 2013 meeting and unanimously (7-0) recommended approval.

ADJACENT ZONING AND LAND USE:

| | |
|---------------------------------|--|
| NORTH: SF-5 | Public park land, non-conforming outdoor storage. |
| SOUTH: LC, SF-5, SF-20, GC | Undeveloped land, single-family residences, contractor's yard, vacant bar, agricultural land |
| WEST: SF-5 | Haysville Public park land, manufactured homes, public |
| EAST: LC, MF-29, GO, TF-3, SF-5 | Undeveloped land, convenience store, apartments, duplexes, single-family residences |

PUBLIC SERVICES: Seneca Street is a four-lane arterial at this location. 55th Street South is a two-lane minor arterial with a center turn lane at the Seneca intersection. All public services are available to the site.

CONFORMANCE TO PLANS/POLICIES: The '2013 Land Use Guide of the Comprehensive Plan' (Plan) identifies the SF-5 zoned site as "urban residential." The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in large urban municipality. The Plan identifies SF-5 zoning as being compatible with the urban residential category. The SF-5 zoning district allows single-family residential uses and parks, but not duplexes, by right. The site's requested TF-3 zoning is compatible with the Plan's urban residential category.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED**, contingent upon approval by the Park Board and subject to platting within a year.

This recommendation is based on the following findings:

- (1) The zoning, uses and character of the neighborhood:** The SF-5 zoned South Lakes Public Park, which the site is located in, is one of the dominate feature of this area with its small lakes, open spaces and playing fields. The park's largest fishing lake abuts the west side of the site. A small SF-5 zoned manufactured home subdivision is located further west, as is the City of Haysville and its USD 261 public school facilities (the other dominant feature of the area), anchored by Campus High School. SF-5 zoned non-conforming outdoor storage abuts the north side, as well as a portion of the east side, of the site. Vacant MF-29 Multi-Family Residential (MF-29), GO General Office (GO) and LC Limited Commercial (LC) zoned properties also abut and are adjacent to the east side of the site. The abutting and adjacent MF-29, LC and GO zoned properties were approved for TF-3 zoning contingent on replatting; ZON2012-00022 is not in effect at this time. Urban scale SF-5 zoned single-family residential development makes up most of the development located further east, across Seneca. However, there is also a small group of LC zoned apartments and MF-29 and TF-3 zoned duplexes, clustered around a LC zoned convenience store. Development located south of the site, across 55th, includes undeveloped LC zoned property, large and small tract LC and SF-5 zoned single-family residences, a LC zoned church, a GC General Commercial ("GC") zoned contractor's (stone and gravel) yard, a vacant LC zoned bar and SF-5 and SF-20 Single-Family Residential ("SF-20") zoned agricultural land.
- (2) The suitability of the subject property for the uses to which it has been restricted:** The site is currently zoned SF-5. The SF-5 zoning permits the site's current use as a public park; acquired by the City of Wichita in 1990 – 1992. The long and narrow site

(approximately 1,000 feet {x} 200 feet) basically provides a buffer between future eastern development and the park's fishing lake.

- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The requested TF-3 zoning is less restrictive than the site's current SF-5 zoning. If approved, duplexes could be located less than 100 feet from the park's fishing lake.
- (4) **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval of the request would limit development by right to single-family residential, duplex, and some (but not limited to) institutional uses such as a parks, schools and churches. Denial of the request could impose a financial hardship on the owner.
- (5) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The '2013 Land Use Guide of the Comprehensive Plan' (Plan) identifies the SF-5 zoned site as "urban residential." The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in large urban municipality. The Plan identifies SF-5 zoning as being compatible with the urban residential category. The SF-5 zoning district allows single-family residential uses and parks, but not duplexes, by right. The site's requested TF-3 zoning is compatible with the Plan's urban residential category.
- (6) **Impact of the proposed development on community facilities:** All services are in place, and any increased demand on community facilities can be handled by current infrastructure.

BILL LONGNECKER, Planning Staff presented the Staff Report.

FOSTER said he wants to understand fully the loss of parkland and the strategy of the Park Board in giving up this land.

LONGNECKER said he was not sure he could answer that question. He referred to the letter attached to the Staff Report and noted that the item will go back to the Park Board for final approval.

HOYT HILLMAN, 3705 EAST MT. VERNON, PARK BOARD MEMBER thanked Commissioner **FOSTER** for his question. He said the Park Board has a policy of generally not selling parkland; however, in this case they have successfully been working with the developer and see a good benefit. He said they are looking at park improvements around the lake in exchange for the land rather than an actual land sale. He referred to a map of the area and mentioned installation of a fence along the north park area with an opening and installation of a children's play area, a pathway around the lake up to the northeast corner and a floating dock. He said those items are going to be provided in exchange for the value of the parkland. He said the Park Board feels these are considerable enhancements that will provide public benefit.

MOTION: To approve subject to staff recommendation.

MCKAY moved, **J. JOHNSON** seconded the motion, and it carried (8-0).



INTEROFFICE MEMORANDUM

TO: Wichita City Council
MAPC Members

FROM: Kelli Glassman, Neighborhood Assistant, District IV

SUBJECT: ZON2013-00018

DATE: August 14, 2013

On Monday, August 12, 2013, the *District IV Advisory Board (DAB)* considered zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential for a duplex development, generally located west of Seneca Street on the north side of 55th Street South.

Dale Miller, Planning, was present to answer questions regarding this request. The applicant and the applicant's agent were also present.

The Board asked the following questions:

- Requested clarification of the property ownership and contract buyer.
- How many lots and units will be included in this project?
- Will the project construction interfere with the pond?
- How much will the units rent for? Will there be any be low income units?
- What type of floor plan will the units have?

DAB members recommended approval of this request contingent upon Park Board approval and platting within one year. Motion passed 7-0.

Please review this information when this request is considered.

City of Wichita
City Council Meeting
September 24, 2013

TO: Wichita Airport Authority

SUBJECT: 2013-2014 Work Plan/Agreement – U.S. Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Work Plan Agreement.

Background: In December 2000, the Wichita Airport Authority (WAA) entered into a service agreement with the U. S. Department of Agriculture-Wildlife Services (USDA) to provide wildlife management services at Mid-Continent Airport (ICT) and Colonel James Jabara Airport (AAO). This Agreement Work Plan/Financial Plan has been renewed on an annual basis since the original agreement date. The Work Plan consists of the following services: assess/monitor biological conditions to track seasonal and yearly changes in wildlife populations; document and address wildlife hazards; provide direct control of nuisance and hazardous wildlife; assist in maintaining appropriate state and federal permits. Additionally, during the 2013-2014 Work Plan years the USDA will provide technical assistance to Airport staff in updating the federally mandated Wildlife Hazard Management Plan for ICT.

Analysis: Through this Agreement, the WAA complies with its obligations to the Federal Aviation Administration under 14 CFR Part 139.337-*Wildlife Hazard Management*, the Airport Certification Manual, and the Airport Wildlife Hazard Management Plan, all of which are mandatory Federal compliance programs as a condition for maintaining the Airport Operating Certificate.

Financial Considerations: The cost of the services provided is \$53,811 for the period October 1, 2013, through September 30, 2014. This represents a 5% cost increase over the 2012-2013 Work Plan years. The funds for this program are included in the Airport Operating Budget. This would be the first cost increase since the 2010-2011 Work Plan years.

Legal Considerations: The Law Department has reviewed and approved the Agreement as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Agreement and authorize the necessary signatures.

Attachments: The Agreement Work Plan/Financial Plan.

NOTE: In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS/WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days must be forwarded to debt collection centers or commercial collection agencies for more aggressive action.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS
By direction of the Wichita Airport Authority

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President

By: _____
Victor D. White, Director of Airports

APPROVED AS TO FORM: _____ Date: _____
Director of Law

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL & PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

By: _____
State Director, Kansas

Date: _____

By: _____
Director, Western Region

Date: _____

City of Wichita
City Council Meeting
September 24, 2013

TO: Wichita Airport Authority

SUBJECT: Air Capital Terminal 3 (ACT 3)
Supplemental Agreement No. 22, Terminal Design Amendments
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: The Air Capital Terminal 3 (ACT 3) program is included in the approved Airport Capital Improvement Program (CIP) and construction is currently underway with opening of the new terminal anticipated in the spring of 2015. In 2005, HNTB Corporation (HNTB) was selected through the Staff Screening Process as the design team to plan, integrate, and sequence on a campus-wide basis various related elements of the overall terminal area redevelopment program. The intent and practice has been that supplemental agreements would be entered into each time a new project element was added. Utilizing HNTB for these elements ensures consistency and efficiencies between complex and related program components regardless of the funding source.

Analysis: A supplemental agreement has been developed for engineering and architectural services to design the following four items:

1. Police and Fire Building Security Monitoring Modifications – The IT Systems/Communication project replaces the Airport security system and related equipment and provides for a new control console in the Airport Police and Fire Building. The existing Airport security monitoring and dispatch console area is required to remain completely functional until the new system is fully operational. These design services convert an existing office and storage room into a new control room and provide for the demolition and remodel of the existing control room.
2. Terminal and Parking Garage Interface – The new parking structure has two overhead crosswalk canopies that land within the roadway median and terminal front curbside that are designed and constructed by the terminal building project. Minor modifications to the terminal canopy area and sidewalk design are required to accommodate the intersection of these canopies at both locations. Additionally, the commercial ground transportation roadway loading zone, pavement grades, and finishing details differ between the parking structure and terminal designs. The terminal designer will modify these areas and the affected portions of Mid-Continent Drive pavement constructed in front of the new terminal. This additional design work was anticipated due to the use of different designers for the terminal and garage projects and the coordination of different design elements and construction contractors for the two projects.
3. Additional Enclosed Shell Space for Concessions – These architectural services will design the build-out of an approximate 5,400 square foot area in a prime concourse location that will be leased to concessionaires to serve the public. The current design of the new terminal contains a space on the second floor and post-security in the concourse gate area that was set aside during design as space to build-out for additional food/beverage and retail concessions should the budget allow and business needs dictate. Design of this area was not done prior to bidding the construction so as to determine funding availability at a later date. Construction bid prices were

lower than anticipated, thus the program budget is able to add this critical element back into the building. After completion of the current business case analysis by the Airport's concessions planner, and discussions with potential concessionaires, it has been determined that it is highly desirable to build this additional space in order to maximize a variety of concession opportunities for the public and to increase revenues to the Airport. The additional concessions space will add significant value for use in the forthcoming concessions solicitation and will make the Airport's recruitment of concessionaires more attractive to proposers.

4. Revised Curbside Canopy Drilled Piers – During the curbside canopy foundation installation, complications were encountered between the depth of the drilled piers and groundwater on the site. The Program Manager requested the design geotechnical engineer's observation and opinion of these complications. After witnessing the construction operation with the geotechnical engineer, the contractor requested a design change to the foundations. The initial site visit is funded through the ACT 3 program budget, and the design change and additional site visit is funded by the contractor through a deductive change order to the construction contract.

Financial Considerations: The cost of the additional services with HNTB is a not-to-exceed amount of \$253,974. These types of additional design services were anticipated at the initiation of the program and the approved budget includes funds to cover this expense. Ninety percent (90%) of the cost is included within a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant. This program is funded with AIP grants, Passenger Facility Charge collections, and other available funds of the Airport, or through issuance of General Obligation bonds repaid with Airport revenue.

Legal Considerations: The Law Department has reviewed and approved the supplemental agreement as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize the necessary signatures.

Attachments: HNTB Supplemental Agreement No. 22.

SUPPLEMENTAL AGREEMENT NO. 22
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE WICHITA AIRPORT AUTHORITY, "OWNER",
AND
HNTB CORPORATION, "CONSULTANT",

WITNESSETH:

WHEREAS, there now exists a Contract, dated July 18, 2006, between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to Wichita Mid-Continent Airport.

WHEREAS, ARTICLE IV, B. of the referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide reduced and/or additional services required for the PROJECT and receive reduced and/or additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

- A. The Scope of Services as defined in the Original Scope of Services and as amended in Supplemental Agreements 1 through 21, is hereby amended to include the services described in Exhibit SA22-A.

II. TIME OF SERVICES

- A. CONSULTANT shall commence work on services included in Exhibit SA-22 upon receipt of Authorization to Proceed (ATP) from the OWNER. Completion of services for these items is as defined in Exhibit SA 22-B.

III. PAYMENT PROVISIONS

The fee in ARTICLE IV, A3, shall be amended to include the following:

- A. Payment to the CONSULTANT for the performance of the professional services required by this Supplemental Agreement shall be made on the basis of the total

lump sum amount of \$253,974. The total payments to CONSULTANT for services required by this Supplemental Agreement shall not exceed \$253,974. Payments shall be made based on the Fee Schedule in Exhibit SA 22-C.

IV. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, are incorporated into this Supplemental Agreement unless modified herein. The parties agree that the original contract terms are similarly incorporated into Supplemental Agreements No. 1-21 and that the terms of the original agreement and all prior supplemental agreements are re-adopted by this agreement.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this _____ day of _____, 2013.

ATTEST: WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____ By: _____
Karen Sublett, City Clerk Carl Brewer, President
"OWNER"

By: _____
Victor White, Director of Airports

APPROVED AS TO FORM: _____ Date: _____
Director of Law

ATTEST: HNTB CORPORATION
715 KIRK DRIVE
KANSAS CITY, MO 64105

By: _____ By: _____
Title: Senior Project Manager Title: Vice President

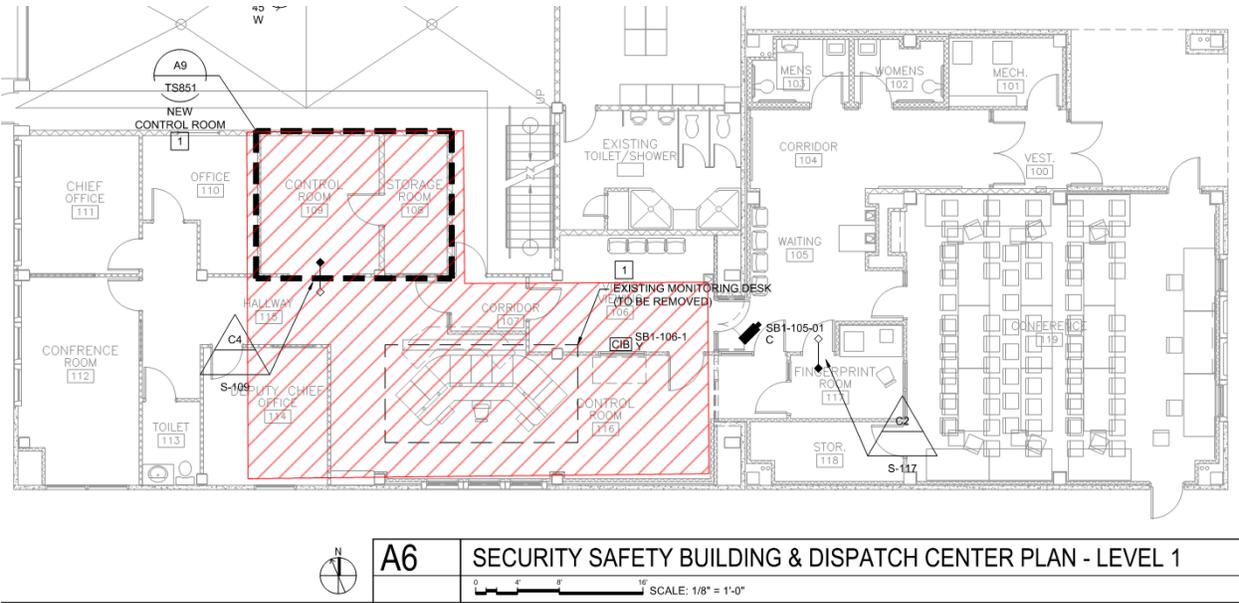
ATTACHMENTS:

- Exhibit SA 22-A - Scope of Services
- Exhibit SA 22-B - Time of Services
- Exhibit SA 22-C Fee Schedule, with supporting documents

SCOPE OF SERVICES

ASP 42 – Police & Fire Building Security Monitoring Modification

ASP 42 is architectural and MEP engineering services to provide changes to the existing Airport Police & Fire Building (also known as the Safety Building) to accommodate the new security monitoring console. The general area to be modified is the hatched area in the following:



Scope of Services

The services include:

1. Confirmation of design requirements, including coordination with IT design by Ross & Baruzzini.
2. Preparation of preliminary architectural and MEP design for review with airport staff.
3. Preparation of construction drawings and specifications.
4. Providing assistance with change order process for adding scope to Terminal Building construction contract.
5. Additional construction phase services, including up to 16 on-site reviews.

The services do not include:

1. Changes to areas of the existing building other than those included in the hatched area identified above.
2. Changes to the structure or exterior envelope of the building.
3. Changes to toilet facilities.
4. More than two design meetings at the airport related to this scope.
5. Front end specifications. (Not required.)
6. Cost estimating.

7. Coordination/management of the construction phase. (To be provided by Program/ Construction Manager.)

ASP 44 – Terminal and Garage Interface

ASP 44 is services related to the interface of the previously completed designs for the Terminal Building and the Landside Utilities Phase I & Mid-Continent Drive Relocation package with the Parking Garage package that has been prepared by others.

Scope of Services

The services include:

1. Review of documents provided by the parking garage design team. This includes overlays of the garage CAD drawings with CAD drawings provided by the ACT 3 design team.
2. Analysis of the impact of the scope included in the parking garage construction documents package to the current terminal building design and the previously installed terminal roadway and utilities. Includes identifying areas where revisions to the parking garage documents are suggested.
3. Redesign of the terminal building, canopy and sidewalk paving as required to allow for the installation of support columns for the pedestrian canopy across the terminal roadway.
4. Design of the terminal area roadway from the east end of the concrete paving included in the Terminal Building package to interface with the existing roadway, approximately 35 feet east of the end of the new asphalt paving currently included in the Terminal Building package. All of this paving to be concrete.
5. Revising and reissuing construction drawings and specifications, including revisions to backgrounds for all affected design disciplines.
6. Assistance with change order process for adding scope to Terminal Building construction contract.
7. Additional construction administration, primarily review of additional shop drawings.

The services do not include:

1. Changes to design of landscaping, signage, fire protection, site lighting and paging.
2. Cost estimating.
3. Changes to the passenger loading zones at the terminal building curb. For convenience, these changes will be included in the revised construction drawings issued for the Terminal and Garage Interface.
4. Attendance of HNTB personnel at more than one meeting in Wichita to discuss the Terminal and Garage interface.

ASP 46 – Enclose Shell Space for Future Concessions

ASP 46 is services to provide changes to the New Terminal Building contract documents related to enclosing shell space for future concessions or other use at Level 2 and for additional concessions space changes. The areas to be revised include:

- A. Additional shell space at the current roof area that extends from approximately column lines C to F and 20 to 22.

- B. Delete Business Center (2-202-G05) and add space to adjacent concessions/bar area.
- C. Relocate Kids Play Area (2-188-E04), potentially to near F/6.
- D. Enlarge doors to increase egress capacity of Stairs 2 (2-117-C07), 3 (2-029-D01, 2-028-D03) and 9 (1-196-D04, 1-210-D03).

Scope of Services

The services include:

- 1. Establish design requirements. Includes evaluation of impact of revisions on life safety (egress) requirements.
- 2. Prepare preliminary design for review with airport staff.
- 3. Revise and reissue construction drawings and specifications. Includes revisions to systems affected by the added building area and other design changes and reissuing sheets for all disciplines where background plans are affected.
- 4. Additional construction administration, primarily review of additional or revised shop drawings.

The services do not include:

- 1. Estimating related to these changes.
- 2. More than two design meetings at the airport related to this scope.

ASP 47 – Additional Consulting for Pier Drilling

ASP 47 is for the additional services provided by the design team related to the construction of the drilled piers for the Terminal Building. Costs specifically related to the initial site visit are broken out separately as requested.

Scope of Services

Additional services include the following:

- 1. Initial on-site observation of test pier drilling procedures by HNTB geotechnical engineer (Rick Hughes)
- 2. Redesign of the piers to reduce the length for contractor convenience.
- 3. Second site observation test pier drilling procedures by HNTB geotechnical engineer and DWA structural engineer.
- 4. Additional consultation regarding pier drilling procedures.

TIME OF SERVICES

Following receipt of Authorization to Proceed (ATP), services for the following items are to be provided as indicated:

ASP 42 – Police & Fire Building Security Monitoring Modification

The anticipated schedule is as follows:

- | | |
|--|---------------------------------------|
| 1. Meet with airport staff to discuss design revisions | 2 weeks after ATP |
| 2. Preliminary design | 4 weeks |
| 3. Airport review | 2 weeks |
| 4. Modify construction documents. | 4 weeks |
| 5. Contractor coordination and construction phases | As required by construction schedule. |

ASP 44 – Terminal and Garage Interface

The anticipated schedule is as follows:

- | | |
|--|---------------------------------------|
| 1. Complete review and analysis of impact of garage package on terminal and roadway design | 4 weeks after ATP |
| 2. Proposed design changes | 4 weeks |
| 3. WAA review | 2 weeks |
| 4. Revised construction documents | 4 weeks |
| 5. Construction phase | As required by construction schedule. |

ASP 46 – Enclose Shell Space for Future Concessions

- | | |
|--|---------------------------------------|
| 1. Meet with airport staff to discuss design revisions | 2 weeks after ATP |
| 2. Preliminary design | 3 weeks |
| 3. Airport review | 2 weeks |
| 4. Modify construction documents. | 4 weeks |
| 5. Contractor coordination and construction phases | As required by construction schedule. |

ASP 47 – Additional Consulting for Pier Drilling

All work has been completed, with the exception of final record information.

FEE SCHEDULE

1. Payment for the following items shall be made on the basis of a lump sum for each item, for a total lump sum amount of \$253,974.

| | | |
|--------|-----|----------|
| ASP 42 | add | \$67,756 |
| ASP 44 | add | \$83,102 |
| ASP 46 | add | \$85,653 |
| ASP 47 | add | \$17,463 |

Lump sum total \$253,974

Supporting documents for each ASP follow.

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
 Estimated Cost of Consultant's Services
 HNTB Architecture

8/27/2013

Safety Building Security Remodelling Remodelling
 Additional Services Request No. 42
 HNTB Project 34912

| 1. Direct Salary Costs | <u>Hours</u> | <u>Avg Rate</u> | <u>Cost</u> |
|---|--------------|-----------------|-------------|
| Total Direct Salary Costs | 102 | \$53.99 | \$5,507 |
| 2. Labor and General & Administrative Overhead | | | |
| Percentage of Direct Salary Costs | 139.81% | | \$7,699 |
| 3. Total Labor Cost - Subtotal of Items 1 and 2 | | | \$13,206 |
| 4. Fixed Fee | 15.00% | | \$1,981 |
| 5. Subtotal of Items 3 and 4 | | | \$15,187 |
| 6. Direct Non-Salary Expenses | | | |
| Transportation and Subsistence | | 500 | |
| Printing and Deliveries | | 200 | |
| Other Expenses | | 0 | |
| Total Direct Non-salary Expenses | | | \$700 |
| 7. Subtotal of Items 5 and 6 | | | \$15,887 |
| 8. Subconsultant Costs | | | |
| GLMV | | 38,435 | |
| PEC - MEP | | 13,434 | |
| | | | 51,869 |
| Total Proposed Cost | | | 67,756 |

HNTB

| | Architect- ure Principal | Senior Terminal Planner | Project Manager | Senior Project Architect | Project Architect | Architect | Clerical/ CAD | Total Hours | Fee Estimate |
|---|-----------------------------------|-------------------------------|--------------------|--------------------------------|----------------------|-----------|------------------|----------------|-----------------|
| Rates | 93.81 | 89.00 | 55.91 | 50.29 | 37.63 | 28.34 | 20.51 | | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | | |
| Years | 7 | 7 | 7 | 7 | 7 | 7 | 7 | | |
| Current Rates | 111.51 | 105.79 | 66.46 | 59.78 | 44.73 | 33.69 | 24.38 | | |
| Design | | | | | | | | | |
| Establish design requirements | | | 4 | | | 2 | | 6 | 333 |
| Preliminary design | | | 4 | | | 2 | | 6 | 333 |
| Confirm preliminary design | | | 4 | | | | | 4 | 266 |
| Construction documents | | | | 4 | | 8 | | 12 | 509 |
| Meetings | | | 4 | | | 4 | | 8 | 401 |
| Coordinate disciplines | | | | | | 4 | | 4 | 135 |
| Other- Coordinate Distribution | | | | | | 2 | | 2 | 67 |
| Total Design | | | | | | | | 42 | 2,044 |
| Change Order Phase | | | | | | | | | |
| Assist Program Manager | | | 12 | | | 8 | | 20 | 1,067 |
| Total Change Order Phase | | | | | | | | 20 | 1,067 |
| Construction Administration | | | | | | | | | |
| Review submittals | | | | | | | | 0 | 0 |
| Site coordination/Observation | | | | | | | | 0 | 0 |
| Other | | | 8 | | | 8 | | 16 | 801 |
| Total Construction Administration | | | | | | | | 16 | 801 |
| General | | | | | | | | | |
| Proposal preparation | | | 8 | | | | | 8 | 532 |
| Project management | | | 16 | | | | | 16 | 1,063 |
| Total General | | | | | | | | 24 | 1,595 |
| Total Direct Salary Costs | 0 | 0 | 60 | 4 | 0 | 38 | 0 | 102 | 5,507 |
| Labor and General & Administrative Overhead | Percentage of Direct Salary Costs | | | | | | | 139.81% | 7,699 |
| Total Labor Cost | | | | | | | | | 13,206 |
| Fixed Fee | | | | | | | | 15.00% | 1,981 |
| Total Fee | | | | | | | | | 15,187 |
| Travel and Subsistence | | | | | | | | | 500 |
| Printing and Deliveries | | | | | | | | | 200 |
| Other Expenses | | | | | | | | | 0 |
| Estimated Expenses | | | | | | | | | 700 |
| Total Proposed Cost | | | | | | | | | 15,887 |
| Explanation: | | | | | | | | | |

GLMV

| | Principal | Project Manager | Senior Architect | Architect | Staff | Tech | Clerical | Total Hours | Fee Estimate |
|---|-----------|-----------------|------------------|-----------|-------|-------|-----------------------------------|-------------|--------------|
| Rates | 55.31 | 36.06 | 29.67 | 25.72 | 22.21 | 18.99 | 14.50 | | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | | |
| Years | 7 | 7 | 7 | 7 | 7 | 7 | 7 | | |
| Current Rates | 65.75 | 42.86 | 35.27 | 30.57 | 26.40 | 22.57 | 17.24 | | |
| Design | | | | | | | | | |
| Establish design requirements | | | | | | | | 0 | 0 |
| Preliminary design | | 16 | | | 32 | | | 48 | 1,531 |
| Confirm preliminary design | | 2 | | | 4 | | | 6 | 191 |
| Construction documents | | 32 | | | 80 | | 20 | 132 | 3,828 |
| Meetings | | 4 | | | 4 | | | 8 | 277 |
| Coordinate disciplines | | 8 | | | 12 | | | 20 | 660 |
| Other- Coordinate Distribution | | | | | | | 4 | 4 | 69 |
| Total Design | | | | | | | | 218 | 6,556 |
| Change Order Phase | | | | | | | | | |
| Assist Program Manager | | 18 | | | 36 | | 20 | 74 | 2,067 |
| | | | | | | | | 74 | 2,067 |
| Construction Administration | | | | | | | | | |
| Review submittals | | 8 | | | 24 | | | 32 | 977 |
| Site coordination/Observation | | 8 | | | 48 | | 2 | 58 | 1,645 |
| Other | | | | | | | | 0 | 0 |
| Total Construction Administration | | | | | | | | 90 | 2,621 |
| General | | | | | | | | | |
| Proposal preparation | | 2 | | | | | | 2 | 86 |
| Other | | | | | | | | 0 | 0 |
| Total General | | | | | | | | 2 | 86 |
| Total Direct Salary Costs | | | | | | | | 384 | 11,330 |
| Labor and General & Administrative Overhead | | | | | | | Percentage of Direct Salary Costs | 191.00% | 21,640 |
| Total Labor Cost | | | | | | | | | 32,970 |
| Fixed Fee | | | | | | | 15.00% | | 4,945 |
| Total Fee | | | | | | | | | 37,915 |
| Travel and Subsistence | | | | | | | | | 120 |
| Printing and Deliveries | | | | | | | | | 400 |
| Other Expenses | | | | | | | | | 0 |
| Estimated Expenses | | | | | | | | | 520 |
| Total Proposed Cost | | | | | | | | | 38,435 |
| Assumptions: | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Other | | | | | | | | | |

PEC (MEP)

| | Principal | Project Manager | Project Engineer | Design Engineer | Tech | Drafter | Clerical | Total Hours | Fee Estimate |
|--|-----------|-----------------|------------------|-----------------|-------|---------|----------|-------------|-----------------------------------|
| Current Rates | 45.00 | 38.75 | 33.80 | 25.20 | 24.60 | 20.20 | 0.00 | | |
| Design | | | | | | | | | |
| Establish design requirements | | 4 | | | | | | 4 | 155 |
| Preliminary design | | 9 | | 5 | 3 | 9 | | 26 | 730 |
| Confirm preliminary design | | 4 | | | | | | 4 | 155 |
| Construction documents | | 7 | | 9 | 7 | 20 | | 43 | 1,074 |
| Meetings | | 10 | | | | | | 10 | 388 |
| Coordinate disciplines | | | | 4 | | | | 4 | 101 |
| Other- Coordinate Distribution | 2 | 2 | | | | | | 4 | 168 |
| Total Design | | | | | | | | 95 | 2,770 |
| Change Order Phase | | | | | | | | | |
| Assist Program Manager | | 3 | | | | | | 3 | 116 |
| Total Change Order Phase | | | | | | | | 3 | 116 |
| Construction Administration | | | | | | | | | |
| Review submittals | | | | 6 | | | | 6 | 151 |
| Site coordination/Observation | | 32 | | | | | | 32 | 1,240 |
| Other | | | | | | | | 0 | 0 |
| Total Construction Administration | | | | | | | | 38 | 1,391 |
| General | | | | | | | | | |
| Proposal preparation | | 2 | | | | | | 2 | 78 |
| Project management | | 2 | | | | | | 2 | 78 |
| Total General | | | | | | | | 4 | 155 |
| Total Direct Salary Costs | | | | | | | | 140 | 4,433 |
| Labor and General & Administrative Overhead | | | | | | | | | |
| | | | | | | | | | Percentage of Direct Salary Costs |
| | | | | | | | | | 149.74% |
| Total Labor Cost | | | | | | | | | 11,071 |
| Fixed Fee | | | | | | | | | 15.00% |
| | | | | | | | | | 1,661 |
| Total Fee | | | | | | | | | 12,732 |
| | | | | | | | | | 0 |
| Printing and Deliveries | | | | | | | | | 0 |
| | | | | | | | | | 0 |
| | | | | | | | | | 0 |
| | | | | | | | | | 0 |
| CADD @ \$18.00/hr | | | | | | 39 | | | 702 |
| Estimated Expenses | | | | | | | | | 702 |
| Total Proposed Cost | | | | | | | | | 13,434 |
| Explanation: | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
 Estimated Cost of Consultant's Services
 HNTB Architecture

8/27/2013

Terminal and Garage Interface
 Additional Services Request No. 44
 HNTB Project 34912

| 1. Direct Salary Costs | <u>Hours</u> | <u>Avg Rate</u> | <u>Cost</u> |
|---|--------------|-----------------|-------------|
| Total Direct Salary Costs | 272 | \$50.56 | \$13,751 |
| 2. Labor and General & Administrative Overhead | | | |
| Percentage of Direct Salary Costs | 139.81% | | \$19,225 |
| 3. Total Labor Cost - Subtotal of Items 1 and 2 | | | \$32,976 |
| 4. Fixed Fee | 15.00% | | \$4,946 |
| 5. Subtotal of Items 3 and 4 | | | \$37,922 |
| 6. Direct Non-Salary Expenses | | | |
| Transportation and Subsistence | | 500 | |
| Printing and Deliveries | | 200 | |
| Other Expenses | | 0 | |
| Total Direct Non-salary Expenses | | | \$700 |
| 7. Subtotal of Items 5 and 6 | | | \$38,622 |
| 8. Subconsultant Costs | | | |
| GLMV | | 10,812 | |
| PEC - civil | | 16,890 | |
| PEC - MEP | | 6,066 | |
| Dudley Williams Associates | | 2,221 | |
| Ross & Baruzzini | | 2,924 | |
| FSC Inc | | 567 | |
| Coffeen Fricke Associates | | 769 | |
| Carol Naughton Associates | | 571 | |
| Landworks | | 2,130 | |
| Lightworks | | 1,530 | |
| | | | 44,480 |
| Total Proposed Cost | | | 83,102 |

HNTB

| | Architect- ure Principal | Senior Terminal Planner | Project Manager | Senior Project Architect | Project Architect | Architect | Clerical/ CAD | Total Hours | Fee Estimate |
|--|-----------------------------------|-------------------------------|--------------------|--------------------------------|----------------------|------------|------------------|----------------|-----------------|
| Rates | | | | | | | | | |
| Rates | 93.81 | 89.00 | 55.91 | 50.29 | 37.63 | 28.34 | 20.51 | | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | | |
| Years | 7 | 7 | 7 | 7 | 7 | 7 | 7 | | |
| Current Rates | 111.51 | 105.79 | 66.46 | 59.78 | 44.73 | 33.69 | 24.38 | | |
| Interface with Parking Garage Package | | | | | | | | | |
| Review of Garage documents | | | 24 | | | 16 | | 40 | 2,134 |
| Analysis of impact to terminal/roadway/utilities | | | 16 | | | 16 | | 32 | 1,602 |
| Total Interface with Parking Garage Package | | | | | | | | 72 | 3,736 |
| Design | | | | | | | | | |
| Design changes | | | 16 | | | 32 | | 48 | 2,141 |
| Drawings | | | 8 | | | 40 | | 48 | 1,879 |
| Specifications | | | | | | 4 | | 4 | 135 |
| Meetings | | | 24 | | | 12 | | 36 | 1,999 |
| Total Design | | | | | | | | 136 | 6,155 |
| Construction Phase | | | | | | | | | |
| Submittal reviews | | | | | | 4 | | 4 | 135 |
| Site reviews | | | | | | | | 0 | 0 |
| Meetings | | | 16 | | | 8 | | 24 | 1,333 |
| Total Construction Phase | | | | | | | | 28 | 1,468 |
| General | | | | | | | | | |
| Proposal preparation | | | 12 | | | | | 12 | 798 |
| Project management | | | 24 | | | | | 24 | 1,595 |
| Total General | | | | | | | | 36 | 2,393 |
| Total Direct Salary Costs | 0 | 0 | 140 | 0 | 0 | 132 | 0 | 272 | 13,751 |
| Labor and General & Administrative Overhead | Percentage of Direct Salary Costs | | | | | | | 139.81% | 19,225 |
| Total Labor Cost | | | | | | | | | 32,976 |
| Fixed Fee | | | | | | | | 15.00% | 4,946 |
| Total Fee | | | | | | | | | 37,922 |
| Travel and Subsistence | | | | | | | | | 500 |
| Printing and Deliveries | | | | | | | | | 200 |
| Other Expenses | | | | | | | | | 0 |
| Estimated Expenses | | | | | | | | | 700 |
| Total Proposed Cost | | | | | | | | | 38,622 |
| Explanation: | | | | | | | | | |

GLMV

| | Principal | Project Manager | Senior Architect | Architect | Staff | Tech | Clerical | Total Hours | Fee Estimate |
|--|-----------|-----------------|------------------|-----------|-------|-------|----------|-------------|--------------|
| Rates | 55.31 | 36.06 | 29.67 | 25.72 | 22.21 | 18.99 | 14.50 | | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | | |
| Years | 7 | 7 | 7 | 7 | 7 | 7 | 7 | | |
| Current Rates | 65.75 | 42.86 | 35.27 | 30.57 | 26.40 | 22.57 | 17.24 | | |
| Interface with Parking Garage Package | | | | | | | | | |
| Review of Garage documents | | 8 | | | 8 | | | 16 | 554 |
| Analysis of impact to terminal/roadway/utilities | | | | | | | | 0 | 0 |
| Total Interface with Parking Garage Package | | | | | | | | 16 | 554 |
| Design | | | | | | | | | |
| Design changes | | | | | | | | 0 | 0 |
| Drawings | | | | | | | | 0 | 0 |
| Specifications | | 8 | | | 2 | | 4 | 14 | 465 |
| Meetings | | 4 | | | | | | 4 | 171 |
| Total Design | | | | | | | | 18 | 636 |
| Change Order Phase | | | | | | | | | |
| Assist Program Manager | | 4 | | | 8 | | | 12 | 383 |
| | | | | | | | | 12 | 383 |
| Construction Phase | | | | | | | | | |
| Submittal reviews | | 2 | | | 16 | | | 18 | 508 |
| Site reviews | | | | 32 | | | | 32 | 978 |
| Meetings | | 4 | | | | | | 4 | 171 |
| Total Construction Phase | | | | | | | | 54 | 1,658 |
| General | | | | | | | | | |
| Proposal preparation | | | | | | | | 0 | 0 |
| | | | | | | | | 0 | 0 |
| Total General | | | | | | | | 0 | 0 |
| Total Direct Salary Costs | | | | | | | | 100 | 3,231 |
| Labor and General & Administrative Overhead | | | | | | | | 191.00% | 6,171 |
| Total Labor Cost | | | | | | | | | 9,402 |
| Fixed Fee | | | | | | | | 15.00% | 1,410 |
| Total Fee | | | | | | | | | 10,812 |
| Travel and Subsistence | | | | | | | | | |
| Printing and Deliveries | | | | | | | | | |
| Other Expenses | | | | | | | | | |
| Estimated Expenses | | | | | | | | | 0 |
| Total Proposed Cost | | | | | | | | | 10,812 |
| Explanation: | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

PEC (Civil)

| | Principal | Project Manager | Project Engineer | Design Engineer | Tech | Drafter | Clerical | Total Hours | Fee Estimate |
|--|-----------|-----------------|------------------|-----------------|-------|---------|----------|-----------------------------------|---------------|
| Rates | 45.00 | 38.00 | 33.50 | 28.00 | 28.00 | 19.00 | 16.00 | | |
| Annual escalation | | | | | | | | | |
| Years | | | | | | | | | |
| Current Rates | 45.00 | 38.00 | 33.50 | 28.00 | 28.00 | 19.00 | 16.00 | | |
| Interface with Parking Garage Package | | | | | | | | | |
| Review of Garage documents | | 6 | | | | | | 6 | 228 |
| Analysis of impact to terminal/roadway/utilities | | 10 | | | | | | 10 | 380 |
| Total Interface with Parking Garage Package | | | | | | | | 16 | 608 |
| Design | | | | | | | | | |
| Roadway | 3 | 24 | 24 | | | | | 51 | 1,851 |
| Drawings | | | | | 40 | | | 40 | 1,120 |
| Specifications | | | | | | | | 0 | 0 |
| Meetings | | 6 | | | | | | 6 | 228 |
| Printing and assembling plans & specs | | | | | 4 | | | 4 | 112 |
| Memos, concepts, miscellaneous | | 6 | | | | | | 6 | 228 |
| Quality Control | 1 | 4 | | | | | | 5 | 197 |
| Total Design | | | | | | | | 112 | 3,736 |
| Change Order Phase | | | | | | | | | |
| Assist Program Manager | | 10 | 6 | | | | | 16 | 581 |
| | | | | | | | | 16 | 581 |
| Construction Phase | | | | | | | | | |
| Submittal reviews | 2 | | 4 | | | | | 6 | 224 |
| Site reviews | | 6 | | | | | | 6 | 228 |
| Meetings | | 4 | | | | | | 4 | 152 |
| Total Construction Phase | | | | | | | | 16 | 604 |
| General | | | | | | | | | |
| Proposal preparation | | 2 | | | | | | 2 | 76 |
| | | | | | | | | 0 | 0 |
| Total General | | | | | | | | 2 | 76 |
| Total Direct Salary Costs | | | | | | | | 197 | 5,605 |
| Labor and General & Administrative Overhead | | | | | | | | Percentage of Direct Salary Costs | 149.74% |
| | | | | | | | | | 8,393 |
| Total Labor Cost | | | | | | | | | 13,998 |
| Fixed Fee | | | | | | | | 15.00% | 2,100 |
| Total Fee | | | | | | | | | 16,098 |
| | | | | | | | | | 0 |
| Printing and Deliveries | | | | | | | | | 0 |
| | | | | | | | | | 0 |
| | | | | | | | | | 0 |
| CADD @ \$18.00/hr | | | | | | 44 | | | 792 |
| Estimated Expenses | | | | | | | | | 792 |
| Total Proposed Cost | | | | | | | | | 16,890 |
| Explanation: | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

PEC (MEP)

| | Principal | Project Manager | Project Engineer | Design Engineer | Tech | Drafter | Clerical | Total Hours | Fee Estimate |
|--|-----------|-----------------|------------------|-----------------|-------|---------|----------|-------------|--------------|
| Current Rates | 45.00 | 38.75 | 33.80 | 25.20 | 24.60 | 20.20 | 0.00 | | |
| Interface with Parking Garage Package | | | | | | | | | |
| Review of Garage documents | | 5 | | | | | | 5 | 194 |
| Analysis of impact to terminal/roadway/utilities | | 4 | | | | | | 4 | 155 |
| Total Interface with Parking Garage Package | | | | | | | | 9 | 349 |
| Design | | | | | | | | | |
| Design revisions | | 4 | | | | | | 4 | 155 |
| Drawings | | 4 | | | 4 | | | 8 | 253 |
| Specifications | | | | | | | | 0 | 0 |
| Meetings | | 4 | | | | | | 4 | 155 |
| Printing and assembling plans & specs | | 2 | | | | | | 2 | 78 |
| Memos, concepts, miscellaneous | | 2 | | | | | | 2 | 78 |
| Quality Control | 2 | | | | | | | 2 | 90 |
| Total Design | | | | | | | | 22 | 808 |
| Change Order Phase | | | | | | | | | |
| Assist Program Manager | | 4 | | | | | | 4 | 155 |
| | | | | | | | | 4 | 155 |
| Construction Phase | | | | | | | | | |
| Submittal reviews | | 2 | | | | | | 2 | 78 |
| Site reviews | | 6 | | | | | | 6 | 233 |
| Meetings | | 6 | | | | | | 6 | 233 |
| Total Construction Phase | | | | | | | | 14 | 543 |
| General | | | | | | | | | |
| Proposal preparation | | 2 | | | | | | 2 | 78 |
| | | | | | | | | 0 | 0 |
| Total General | | | | | | | | 2 | 78 |
| Total Direct Salary Costs | | | | | | | | 46 | 2,087 |
| Labor and General & Administrative Overhead | | | | | | | 149.74% | | 3,125 |
| Total Labor Cost | | | | | | | | | 5,212 |
| Fixed Fee | | | | | | | 15.00% | | 782 |
| Total Fee | | | | | | | | | 5,994 |
| | | | | | | | | | 0 |
| Printing and Deliveries | | | | | | | | | 0 |
| | | | | | | | | | 0 |
| | | | | | | | | | 0 |
| CADD @ \$18.00/hr | | | | | | 4 | | | 72 |
| Estimated Expenses | | | | | | | | | 72 |
| Total Proposed Cost | | | | | | | | | 6,066 |
| Explanation: | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

DWA

| | Principal | Senior Engineer | Engineer | Intern Engineer | Tech | Clerical | Total Hours | Fee Estimate |
|--|-----------|-----------------|----------|-----------------|-------|----------|-----------------------------------|--------------|
| Rates | 0.00 | 38.43 | 31.03 | 22.51 | 22.51 | 21.10 | 0.00 | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | |
| Years | 7 | 7 | 7 | 7 | 7 | 7 | 7 | |
| Current Rates | 0.00 | 45.68 | 36.88 | 26.76 | 26.76 | 25.08 | 0.00 | |
| Interface with Parking Garage Package | | | | | | | | |
| Review of Garage documents | | 4 | | | | | 4 | 183 |
| Analysis of impact to terminal/roadway/utilities | | | 6 | | | | 6 | 274 |
| Total Interface with Parking Garage Package | | | | | | | 10 | 457 |
| Design | | | | | | | | |
| Design changes | | | | | | | 0 | 0 |
| Drawings | | 4 | | | 4 | | 8 | 290 |
| Specifications | | | | | | | 0 | 0 |
| Meetings | | | | | | | 0 | 0 |
| Total Design | | | | | | | 8 | 290 |
| Construction Phase | | | | | | | | |
| Submittal reviews | | 4 | | | | | 4 | 183 |
| Site reviews | | | | | | | 0 | 0 |
| Meetings | | | | | | | 0 | 0 |
| Total Construction Phase | | | | | | | 4 | 183 |
| General | | | | | | | | |
| Proposal preparation | | 2 | | | | | 2 | 91 |
| | | | | | | | 0 | 0 |
| Total General | | | | | | | 2 | 91 |
| Total Direct Salary Costs | | | | | | | 24 | 1,021 |
| Labor and General & Administrative Overhead | | | | | | | Percentage of Direct Salary Costs | 89.20% |
| | | | | | | | | 910 |
| Total Labor Cost | | | | | | | | 1,931 |
| Fixed Fee | | | | | | | 15.00% | 290 |
| Total Fee | | | | | | | | 2,221 |
| Travel and Subsistence | | | | | | | | |
| Printing and Deliveries | | | | | | | | |
| Other Expenses | | | | | | | | |
| Estimated Expenses | | | | | | | | 0 |
| Total Proposed Cost | | | | | | | | 2,221 |
| Explanation: | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Ross & Baruzzini

| | Principal | Project Manager | Senior Systems Analyst | Senior Engineer | Engineer | Designer | Clerical/ CAD | Total Hours | Fee Estimate |
|---|-----------|-----------------|------------------------|-----------------|----------|----------|---------------|-------------|--------------|
| Rates | 225.00 | 150.00 | 175.00 | 125.00 | 115.00 | 90.00 | 55.00 | | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | | |
| Years | 7 | 7 | 7 | 7 | 7 | 7 | 7 | | |
| Current Rates | 267.45 | 178.30 | 208.02 | 148.59 | 136.70 | 106.98 | 65.38 | | |
| Interface with Parking Garage Package | | | | | | | | | |
| Review of Garage documents | | 1 | | 2 | | | | 3 | 475 |
| Analysis of impact to terminal/roadway/utilities | | 1 | | 2 | | | | 3 | 475 |
| Total Interface with Parking Garage Package | | | | | | | | 6 | 951 |
| Design | | | | | | | | | |
| Design changes to cubside systems scope | | 2 | | 8 | | | | 10 | 1,545 |
| Drawings | | | | | | 4 | | 4 | 428 |
| Specifications | | | | | | | | 0 | 0 |
| Meetings | | | | | | | | 0 | 0 |
| Total Design | | | | | | | | 14 | 1,973 |
| Construction Phase | | | | | | | | | |
| Submittal reviews | | | | | | | | 0 | 0 |
| Site reviews | | | | | | | | 0 | 0 |
| Meetings | | | | | | | | 0 | 0 |
| Total Construction Phase | | | | | | | | 0 | 0 |
| General | | | | | | | | | |
| Proposal preparation | | | | | | | | 0 | 0 |
| Total General | | | | | | | | 0 | 0 |
| Total Direct Salary Costs | | | | | | | | 20 | 2,924 |
| Labor and General & Administrative Overhead | | | | | | | 0.00% | | 0 |
| Total Labor Cost | | | | | | | | | 2,924 |
| Fixed Fee | | | | | | | 0.00% | | 0 |
| Total Fee | | | | | | | | | 2,924 |
| Travel and Subsistence | | | | | | | | | |
| Printing and Deliveries | | | | | | | | | |
| Other Expenses | | | | | | | | | |
| Estimated Expenses | | | | | | | | | 0 |
| Total Proposed Cost | | | | | | | | | 2,924 |
| Explanation / Assumption: Confirmation of scope tentatively scheduled to occur in early September. | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

FSC

| | Principal | Project Manager | Fire Prot. Specialist | CAD Tech | | | Clerical | Total Hours | Fee Estimate |
|--|-----------|-----------------|-----------------------|----------|-------|-------|----------|-----------------------------------|--------------|
| Rates | 73.46 | 64.55 | 51.20 | 31.16 | 0.00 | 0.00 | 26.71 | | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | | |
| Years | 7 | 7 | 7 | 7 | 7 | 7 | 7 | | |
| Current Rates | 87.32 | 76.73 | 60.86 | 37.04 | 0.00 | 0.00 | 31.75 | | |
| Interface with Parking Garage Package | | | | | | | | | |
| Review of Garage documents | | | | | | | | 0 | 0 |
| Analysis of impact to terminal/roadway/utilities | | | | | | | | 0 | 0 |
| Total Interface with Parking Garage Package | | | | | | | | 0 | 0 |
| Design | | | | | | | | | |
| Design changes | | | | | | | | 0 | 0 |
| Drawings | | | 1 | 5 | | | | 6 | 246 |
| Specifications | | | | | | | | 0 | 0 |
| Meetings | | | | | | | | 0 | 0 |
| Total Design | | | | | | | | 6 | 246 |
| Construction Phase | | | | | | | | | |
| Submittal reviews | | | | | | | | 0 | 0 |
| Site reviews | | | | | | | | 0 | 0 |
| Meetings | | | | | | | | 0 | 0 |
| Total Construction Phase | | | | | | | | 0 | 0 |
| General | | | | | | | | | |
| Proposal preparation | | | | | | | | 0 | 0 |
| Total General | | | | | | | | 0 | 0 |
| Total Direct Salary Costs | | | | | | | | 6 | 246 |
| Labor and General & Administrative Overhead | | | | | | | | Percentage of Direct Salary Costs | 100.55% |
| Total Labor Cost | | | | | | | | | 493 |
| Fixed Fee | | | | | | | | 15.00% | 74 |
| Total Fee | | | | | | | | | 567 |
| Travel and Subsistence | | | | | | | | | |
| Printing and Deliveries | | | | | | | | | |
| Other Expenses | | | | | | | | | |
| Estimated Expenses | | | | | | | | | 0 |
| Total Proposed Cost | | | | | | | | | 567 |
| Explanation: | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Coffeen Fricke

| | Principal | Senior Associate | Associate | Admin | | | | Total Hours | Fee Estimate |
|--|-----------|------------------|-----------|-------|-------|-------|-------|-----------------------------------|--------------|
| Rates | 55.93 | 31.09 | 23.49 | 18.50 | 0.00 | 0.00 | 0.00 | | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | | |
| Years | 7 | 7 | 7 | 7 | 7 | 7 | 7 | | |
| Current Rates | 66.48 | 36.96 | 27.92 | 21.99 | 0.00 | 0.00 | 0.00 | | |
| Interface with Parking Garage Package | | | | | | | | | |
| Review of Garage documents | | | | | | | | 0 | 0 |
| Analysis of impact to terminal/roadway/utilities | | | | | | | | 0 | 0 |
| Total Interface with Parking Garage Package | | | | | | | | 0 | 0 |
| Design | | | | | | | | | |
| Design changes | | | | | | | | 0 | 0 |
| Drawings | 2 | | 4 | | | | | 6 | 245 |
| Specifications | | | | | | | | 0 | 0 |
| Meetings | | | | | | | | 0 | 0 |
| Total Design | | | | | | | | 6 | 245 |
| Construction Phase | | | | | | | | | |
| Submittal reviews | | | | | | | | 0 | 0 |
| Site reviews | | | | | | | | 0 | 0 |
| Meetings | | | | | | | | 0 | 0 |
| Total Construction Phase | | | | | | | | 0 | 0 |
| General | | | | | | | | | |
| Proposal preparation | | | | | | | | 0 | 0 |
| | | | | | | | | 0 | 0 |
| Total General | | | | | | | | 0 | 0 |
| Total Direct Salary Costs | | | | | | | | 6 | 245 |
| Labor and General & Administrative Overhead | | | | | | | | Percentage of Direct Salary Costs | 173.24% |
| | | | | | | | | | 424 |
| Total Labor Cost | | | | | | | | | 669 |
| Fixed Fee | | | | | | | | 15.00% | 100 |
| Total Fee | | | | | | | | | 769 |
| Travel and Subsistence | | | | | | | | | |
| Printing and Deliveries | | | | | | | | | |
| Other Expenses | | | | | | | | | |
| Estimated Expenses | | | | | | | | | 0 |
| Total Proposed Cost | | | | | | | | | 769 |
| Explanation: | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Carol Naughton & Assoc

| | Principal | Project Manager | Partner Designer | Senior Designer | Junior Designer | Production/Support | Total Hours | Fee Estimate |
|--|-----------|-----------------|------------------|-----------------|-----------------|--------------------|-----------------------------------|--------------|
| Rates | 150.00 | 120.00 | 100.00 | 80.00 | 60.00 | 60.00 | 0.00 | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | |
| Years | 7 | 7 | 7 | 7 | 7 | 7 | 7 | |
| Current Rates | 178.30 | 142.64 | 118.87 | 95.09 | 71.32 | 71.32 | 0.00 | |
| Interface with Parking Garage Package | | | | | | | | |
| Review of Garage documents | | | | | | | 0 | 0 |
| Analysis of impact to terminal/roadway/utilities | | | | | | | 0 | 0 |
| Total Interface with Parking Garage Package | | | | | | | 0 | 0 |
| Design | | | | | | | | |
| Design changes | | | | | | | 0 | 0 |
| Drawings | | 2 | | | | 4 | 6 | 571 |
| Specifications | | | | | | | 0 | 0 |
| Meetings | | | | | | | 0 | 0 |
| Total Design | | | | | | | 6 | 571 |
| Construction Phase | | | | | | | | |
| Submittal reviews | | | | | | | 0 | 0 |
| Site reviews | | | | | | | 0 | 0 |
| Meetings | | | | | | | 0 | 0 |
| Total Construction Phase | | | | | | | 0 | 0 |
| General | | | | | | | | |
| Proposal preparation | | | | | | | 0 | 0 |
| | | | | | | | 0 | 0 |
| Total General | | | | | | | 0 | 0 |
| Total Direct Salary Costs | | | | | | | 6 | 571 |
| Labor and General & Administrative Overhead | | | | | | | Percentage of Direct Salary Costs | 0.00% |
| | | | | | | | | 0 |
| Total Labor Cost | | | | | | | | 571 |
| Fixed Fee | | | | | | | 0.00% | 0 |
| Total Fee | | | | | | | | 571 |
| Travel and Subsistence | | | | | | | | |
| Printing and Deliveries | | | | | | | | |
| Other Expenses | | | | | | | | |
| Estimated Expenses | | | | | | | | 0 |
| Total Proposed Cost | | | | | | | | 571 |
| Explanation: | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Landworks Studio

| | Principal | Project LA | LA | CADD | Admin. | staff type | staff type | Total Hours | Fee Estimate |
|--|-----------|------------|--------|-------|--------|------------|------------|-----------------------------------|--------------|
| | 120.00 | 100.00 | 100.00 | 75.00 | 50.00 | 0.00 | 0.00 | | |
| Rates | | | | | | | | | |
| Interface with Parking Garage Package | | | | | | | | | |
| Review of Garage documents | | 2 | | 2 | | | | 4 | 350 |
| Analysis of impact to terminal/roadway/utilities | | | | | | | | 0 | 0 |
| Total Interface with Parking Garage Package | | | | | | | | 4 | 350 |
| Design | | | | | | | | | |
| Design changes | | | | | | | | 0 | 0 |
| Drawings | 4 | 6 | | 8 | | | | 18 | 1,680 |
| Specifications | | | | | | | | 0 | 0 |
| Meetings | | | | | | | | 0 | 0 |
| Total Design | | | | | | | | 18 | 1,680 |
| Construction Phase | | | | | | | | | |
| Submittal reviews | | | | | | | | 0 | 0 |
| Site reviews | | | | | | | | 0 | 0 |
| Meetings | | | | | | | | 0 | 0 |
| Total Construction Phase | | | | | | | | 0 | 0 |
| General | | | | | | | | | |
| Proposal preparation | | | | | | | | 0 | 0 |
| | | | | | | | | 0 | 0 |
| Total General | | | | | | | | 0 | 0 |
| Total Direct Salary Costs | | | | | | | | 22 | 2,030 |
| Labor and General & Administrative Overhead | | | | | | | | Percentage of Direct Salary Costs | 0.00% |
| | | | | | | | | | 0 |
| Total Labor Cost | | | | | | | | | 2,030 |
| Fixed Fee | | | | | | | | 0.00% | 0 |
| Total Fee | | | | | | | | | 2,030 |
| Travel and Subsistence | | | | | | | | | |
| Printing and Deliveries | | | | | | | | | 100 |
| Other Expenses | | | | | | | | | |
| Estimated Expenses | | | | | | | | | 100 |
| Total Proposed Cost | | | | | | | | | 2,130 |
| Explanation: | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Lightworks

| | KV | AE | KG | | Total Hours | Fee Estimate |
|--|------|--------|-------|-----------------------------------|-------------|--------------|
| | 0.00 | 115.00 | 95.00 | 95.00 | 0.00 | 0.00 |
| Rates | | | | | | |
| Interface with Parking Garage Package | | | | | | |
| Review of Garage documents | | 8 | | | 8 | 920 |
| Analysis of impact to terminal/roadway/utilities | | | | | 0 | 0 |
| Total Interface with Parking Garage Package | | | | | 8 | 920 |
| Design | | | | | | |
| Design changes | | | | | 0 | 0 |
| Drawings | 2 | 4 | | | 6 | 610 |
| Specifications | | | | | 0 | 0 |
| Meetings | | | | | 0 | 0 |
| Total Design | | | | | 6 | 610 |
| Construction Phase | | | | | | |
| Submittal reviews | | | | | 0 | 0 |
| Site reviews | | | | | 0 | 0 |
| Meetings | | | | | 0 | 0 |
| Total Construction Phase | | | | | 0 | 0 |
| General | | | | | | |
| Proposal preparation | | | | | 0 | 0 |
| | | | | | 0 | 0 |
| Total General | | | | | 0 | 0 |
| Total Direct Salary Costs | | | | | 14 | 1,530 |
| Labor and General & Administrative Overhead | | | | Percentage of Direct Salary Costs | 0.00% | 0 |
| Total Labor Cost | | | | | | 1,530 |
| Fixed Fee | | | | | 0.00% | 0 |
| Total Fee | | | | | | 1,530 |
| Travel and Subsistence | | | | | | |
| Printing and Deliveries | | | | | | |
| Other Expenses | | | | | | |
| Estimated Expenses | | | | | | 0 |
| Total Proposed Cost | | | | | | 1,530 |
| Explanation: | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture

8/13/2013

Shell Space for Future Concessions
Additional Services Request No. 46
 HNTB Project 34912



| | | | |
|---|--------------|-----------------|-----------------|
| 1. Direct Salary Costs | | | |
| | <u>Hours</u> | <u>Avg Rate</u> | <u>Cost</u> |
| Total Direct Salary Costs | 256 | \$45.97 | \$11,768 |
| 2. Labor and General & Administrative Overhead | | | |
| Percentage of Direct Salary Costs | 139.81% | | \$16,452 |
| 3. Total Labor Cost - Subtotal of Items 1 and 2 | | | <u>\$28,220</u> |
| 4. Fixed Fee | 15.00% | | \$4,233 |
| 5. Subtotal of Items 3 and 4 | | | <u>\$32,453</u> |
| 6. Direct Non-Salary Expenses | | | |
| Transportation and Subsistence | | 1,000 | |
| Printing and Deliveries | | 300 | |
| Other Expenses | | 0 | |
| Total Direct Non-salary Expenses | | | \$1,300 |
| 7. Subtotal of Items 5 and 6 | | | <u>\$33,753</u> |
| 8. Subconsultant Costs | | | |
| GLMV | | 8,534 | |
| PEC - MEP | | 7,860 | |
| Dudley Williams Associates | | 10,274 | |
| Ross & Baruzzini | | 3,269 | |
| FSC Inc | | 14,032 | |
| Coffeen Fricke Associates | | 1,776 | |
| Carol Naughton Associates | | 1,997 | |
| Greteman Group | | 953 | |
| Lightworks | | 3,205 | |
| | | | 51,900 |
| Total Proposed Cost | | | <u>85,653</u> |

HNTB

| | Architect- ure Principal | Senior Terminal Planner | Project Manager | Senior Project Architect | Project Architect | Architect | Clerical/ CAD | Total Hours | Fee Estimate | |
|--|--------------------------------|-------------------------------|--------------------|--------------------------------|----------------------|-----------|------------------|-----------------------------------|-----------------|--------|
| Rates | 93.81 | 89.00 | 55.91 | 50.29 | 37.63 | 28.34 | 20.51 | | | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | | | |
| Years | 7 | 7 | 7 | 7 | 7 | 7 | 7 | | | |
| Current Rates | 111.51 | 105.79 | 66.46 | 59.78 | 44.73 | 33.69 | 24.38 | | | |
| Design | | | | | | | | | | |
| Establish design requirements | | | 8 | 4 | | 16 | | 28 | 1,310 | |
| Preliminary design | | | 4 | 6 | | 24 | | 34 | 1,433 | |
| Confirm preliminary design | | | 8 | 4 | | 16 | | 28 | 1,310 | |
| Modify construction documents | | | 4 | 6 | | 48 | | 58 | 2,242 | |
| Meetings | | | 8 | | | 8 | | 16 | 801 | |
| Coordinate disciplines | | | 8 | | | 24 | | 32 | 1,340 | |
| Other | | | | | | | | 0 | 0 | |
| Total Design | | | | | | | | 196 | 8,435 | |
| Construction Administration | | | | | | | | | | |
| Review submittals | | | 2 | | | 16 | | 18 | 672 | |
| Additional site coordination | | | 2 | | | 4 | | 6 | 268 | |
| Other | | | | | | | | 0 | 0 | |
| Total Construction Administration | | | | | | | | 24 | 940 | |
| General | | | | | | | | | | |
| Proposal preparation | | | 12 | | | | | 12 | 798 | |
| Project management | | | 24 | | | | | 24 | 1,595 | |
| | | | | | | | | 0 | 0 | |
| | | | | | | | | 0 | 0 | |
| | | | | | | | | 0 | 0 | |
| | | | | | | | | 0 | 0 | |
| Total General | | | | | | | | 36 | 2,393 | |
| Total Direct Salary Costs | | | 0 | 80 | 20 | 0 | 156 | 0 | 256 | 11,768 |
| Labor and General & Administrative Overhead | | | | | | | | Percentage of Direct Salary Costs | 148.13% | 17,431 |
| Total Labor Cost | | | | | | | | | | 29,199 |
| Fixed Fee | | | | | | | | 15.00% | | 4,380 |
| Total Fee | | | | | | | | | | 33,579 |
| Travel and Subsistence | | | | | | | | | | 1,000 |
| Printing and Deliveries | | | | | | | | | | 300 |
| Other Expenses | | | | | | | | | | 0 |
| Estimated Expenses | | | | | | | | | | 1,300 |
| Total Proposed Cost | | | | | | | | | | 34,879 |
| Explanation: | | | | | | | | | | |

GLMV

| | Principal | Project Manager | Senior Architect | Architect | Staff | Tech | Clerical | Total Hours | Fee Estimate |
|---|-----------|-----------------|------------------|-----------|-------|-------|----------|---|--------------|
| Rates | 55.31 | 36.06 | 29.67 | 25.72 | 22.21 | 18.99 | 14.50 | | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | | |
| Years | 7 | 7 | 7 | 7 | 7 | 7 | 7 | | |
| Current Rates | 65.75 | 42.86 | 35.27 | 30.57 | 26.40 | 22.57 | 17.24 | | |
| Design | | | | | | | | | |
| Establish design requirements | | 3 | | 2 | | | | 5 | 190 |
| Preliminary design | | 1 | | 4 | | | | 5 | 165 |
| Confirm preliminary design | | 1 | | 1 | | | | 2 | 73 |
| Modify construction documents | | 3 | | 16 | | | | 19 | 618 |
| Meetings | | 2 | | 2 | | | | 4 | 147 |
| Coordinate disciplines | | 1 | | 2 | | | | 3 | 104 |
| Other- Coordinate Distribution | | | | | 4 | | 2 | 6 | 140 |
| Total Design | | | | | | | | 44 | 1,437 |
| Construction Administration | | | | | | | | | |
| Review submittals | | 2 | | | 6 | | | 8 | 244 |
| Additional site coordination | | 2 | | 24 | | | 2 | 28 | 854 |
| Other | | | | | | | | 0 | 0 |
| Total Construction Administration | | | | | | | | 36 | 1,098 |
| General | | | | | | | | | |
| Proposal preparation | | | | | | | | 0 | 0 |
| Other | | | | | | | | 0 | 0 |
| Total General | | | | | | | | 0 | 0 |
| Total Direct Salary Costs | | | | | | | | 80 | 2,535 |
| Labor and General & Administrative Overhead | | | | | | | | Percentage of Direct Salary Costs 191.00% | 4,842 |
| Total Labor Cost | | | | | | | | | 7,377 |
| Fixed Fee | | | | | | | | 15.00% | 1,107 |
| Total Fee | | | | | | | | | 8,484 |
| Travel and Subsistence | | | | | | | | | 25 |
| Printing and Deliveries | | | | | | | | | 25 |
| Other Expenses | | | | | | | | | 0 |
| Estimated Expenses | | | | | | | | | 50 |
| Total Proposed Cost | | | | | | | | | 8,534 |
| Assumptions: | | | | | | | | | |
| No new specification sections will be required. | | | | | | | | | |
| No construction cost estimating is included. | | | | | | | | | |
| Construction of new areas will be completed within current construction duration. | | | | | | | | | |
| Other | | | | | | | | | |

PEC (MEP)

| | Principal | Project Manager | Project Engineer | Design Engineer | Tech | Drafter | Clerical | Total Hours | Fee Estimate |
|--|-----------|-----------------|------------------|-----------------|-------|---------|----------|-----------------------------------|--------------|
| Current Rates | 45.00 | 38.75 | 33.80 | 25.20 | 24.60 | 20.20 | 0.00 | | |
| Design | | | | | | | | | |
| Establish design requirements | | 6 | | | | | | 6 | 233 |
| Preliminary design | | 3 | | 2 | | | | 5 | 167 |
| Confirm preliminary design | 2 | 1 | | 1 | | | | 4 | 154 |
| Modify construction documents | | 14 | 10 | 9 | | 25 | | 58 | 1,612 |
| Meetings | | 3 | 2 | | | | | 5 | 184 |
| Coordinate disciplines | | 2 | | 2 | | | | 4 | 128 |
| Other | | | | | | | | 0 | 0 |
| Total Design | | | | | | | | 82 | 2,477 |
| Construction Administration | | | | | | | | | |
| Review submittals | | | | | | | | 0 | 0 |
| Additional site coordination | | | | | | | | 0 | 0 |
| Other | | | | | | | | 0 | 0 |
| Total Construction Administration | | | | | | | | 0 | 0 |
| General | | | | | | | | | |
| Proposal preparation | 1 | 2 | 2 | | | | | 5 | 190 |
| Other | | | | | | | | 0 | 0 |
| Total General | | | | | | | | 5 | 190 |
| Total Direct Salary Costs | | | | | | | | 87 | 2,667 |
| Labor and General & Administrative Overhead | | | | | | | | | |
| | | | | | | | | Percentage of Direct Salary Costs | 149.74% |
| Total Labor Cost | | | | | | | | | 6,661 |
| Fixed Fee | | | | | | | | 15.00% | 999 |
| Total Fee | | | | | | | | | 7,660 |
| Travel and Subsistence | | | | | | | | | 0 |
| Printing and Deliveries | | | | | | | | | 200 |
| Other Expenses | | | | | | | | | 0 |
| Estimated Expenses | | | | | | | | | 200 |
| Total Proposed Cost | | | | | | | | | 7,860 |
| Explanation: | | | | | | | | | |
| Other | | | | | | | | | |
| Other | | | | | | | | | |
| Other | | | | | | | | | |
| Other | | | | | | | | | |

DWA

| | Principal | Senior Engineer | Engineer | Intern Engineer | Tech | Clerical | Total Hours | Fee Estimate |
|--|-----------|-----------------|----------|-----------------|-------|----------|---|---------------|
| Rates | 0.00 | 38.43 | 31.03 | 22.51 | 22.51 | 21.10 | 0.00 | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | |
| Years | 7 | 7 | 7 | 7 | 7 | 7 | 7 | |
| Current Rates | 0.00 | 45.68 | 36.88 | 26.76 | 26.76 | 25.08 | 0.00 | |
| Design | | | | | | | | |
| Establish design requirements | | 4 | | | | | 4 | 183 |
| Preliminary design | | 8 | | | | | 8 | 365 |
| Confirm preliminary design | | 16 | | | | | 16 | 731 |
| Modify construction documents | | 24 | | | 16 | | 40 | 1,524 |
| Meetings | | 2 | | | | | 2 | 91 |
| Coordinate disciplines | | 16 | | | | | 16 | 731 |
| Other | | | | | | | 0 | 0 |
| Total Design | | | | | | | 86 | 3,626 |
| Construction Administration | | | | | | | | |
| Review submittals | | 16 | | | | | 16 | 731 |
| Additional site coordination | | 4 | | | | | 4 | 183 |
| Other | | | | | | | 0 | 0 |
| Total Construction Administration | | | | | | | 20 | 914 |
| General | | | | | | | | |
| Proposal preparation | | 2 | | | | | 2 | 91 |
| Project management | | 2 | | | | | 2 | 91 |
| Total General | | | | | | | 4 | 183 |
| Total Direct Salary Costs | | | | | | | 110 | 4,722 |
| Labor and General & Administrative Overhead | | | | | | | Percentage of Direct Salary Costs 89.20% | 4,212 |
| Total Labor Cost | | | | | | | | 8,934 |
| Fixed Fee | | | | | | | 15.00% | 1,340 |
| Total Fee | | | | | | | | 10,274 |
| Travel and Subsistence | | | | | | | | 0 |
| Printing and Deliveries | | | | | | | | 0 |
| Other Expenses | | | | | | | | 0 |
| Estimated Expenses | | | | | | | | 0 |
| Total Proposed Cost | | | | | | | | 10,274 |
| Explanation: | | | | | | | | |
| Other | | | | | | | | |
| Other | | | | | | | | |
| Other | | | | | | | | |
| Other | | | | | | | | |

Ross & Baruzzini

| | Principal | Project Manager | Senior Systems Analyst | Senior Engineer | Engineer | Designer | Clerical/ CAD | Total Hours | Fee Estimate |
|--|-----------|-----------------|------------------------|-----------------|----------|----------|-----------------------------------|-------------|--------------|
| Rates | 225.00 | 150.00 | 175.00 | 125.00 | 115.00 | 90.00 | 55.00 | | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | | |
| Years | 7 | 7 | 7 | 7 | 7 | 7 | 7 | | |
| Current Rates | 267.45 | 178.30 | 208.02 | 148.59 | 136.70 | 106.98 | 65.38 | | |
| Design | | | | | | | | | |
| Establish design requirements | | 1 | | 1 | | | | 2 | 327 |
| Preliminary design | | | | 2 | | 1 | | 3 | 404 |
| Confirm preliminary design | | 1 | | 1 | | | | 2 | 327 |
| Modify construction documents | | | | 1 | | 2 | | 3 | 363 |
| Meetings (teleconference only) | | 1 | | 1 | | | | 2 | 327 |
| Coordinate disciplines | | 1 | | 1 | | | | 2 | 327 |
| Other | | | | | | | | 0 | 0 |
| Total Design | | | | | | | | 14 | 2,074 |
| Construction Administration | | | | | | | | | |
| Review submittals (maximum two submittals) | | 2 | | 4 | | | 1 | 7 | 1,016 |
| Additional site coordination | | | | | | | | 0 | 0 |
| Other | | | | | | | | 0 | 0 |
| Total Construction Administration | | | | | | | | 7 | 1,016 |
| General | | | | | | | | | |
| Proposal preparation | | 1 | | | | | | 1 | 178 |
| Other | | | | | | | | 0 | 0 |
| Total General | | | | | | | | 1 | 178 |
| Total Direct Salary Costs | | | | | | | | 22 | 3,269 |
| Labor and General & Administrative Overhead | | | | | | | Percentage of Direct Salary Costs | 0.00% | 0 |
| Total Labor Cost | | | | | | | | | 3,269 |
| Fixed Fee | | | | | | | 0.00% | | 0 |
| Total Fee | | | | | | | | | 3,269 |
| Travel and Subsistence | | | | | | | | | 0 |
| Printing and Deliveries | | | | | | | | | 0 |
| Other Expenses | | | | | | | | | 0 |
| Estimated Expenses | | | | | | | | | 0 |
| Total Proposed Cost | | | | | | | | | 3,269 |
| Explanation: | | | | | | | | | |
| Other | | | | | | | | | |
| Other | | | | | | | | | |
| Other | | | | | | | | | |
| Other | | | | | | | | | |

FSC

| | Principal | Project Manager | Fire Prot. Specialist | CAD Tech | | | Clerical | Total Hours | Fee Estimate |
|---|-----------|-----------------|-----------------------|----------|-------|-----------------------------------|----------|-------------|--------------|
| Rates | 73.46 | 64.55 | 51.20 | 31.16 | 0.00 | 0.00 | 26.71 | | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | | |
| Years | 7 | 7 | 7 | 7 | 7 | 7 | 7 | | |
| Current Rates | 87.32 | 76.73 | 60.86 | 37.04 | 0.00 | 0.00 | 31.75 | | |
| Design | | | | | | | | | |
| Establish design requirements | | | | | | | | 0 | 0 |
| Preliminary design | | | | | | | | 0 | 0 |
| Confirm preliminary design | | | | | | | | 0 | 0 |
| Modify construction documents | 1 | 4 | 40 | 60 | | | | 105 | 5,051 |
| Meetings | | | 4 | | | | | 4 | 243 |
| Coordinate disciplines | | | 2 | | | | | 2 | 122 |
| Other | | | | | | | | 0 | 0 |
| Total Design | | | | | | | | 111 | 5,416 |
| Construction Administration | | | | | | | | | |
| Review submittals | | | 8 | | | | | 8 | 487 |
| Additional site coordination | | | | | | | | 0 | 0 |
| Other | | | | | | | | 0 | 0 |
| Total Construction Administration | | | | | | | | 8 | 487 |
| General | | | | | | | | | |
| Proposal preparation | | 1 | 1 | | | | | 2 | 138 |
| Other | | | | | | | | 0 | 0 |
| Total General | | | | | | | | 2 | 138 |
| Total Direct Salary Costs | | | | | | | | 121 | 6,041 |
| Labor and General & Administrative Overhead | | | | | | Percentage of Direct Salary Costs | 100.55% | | 6,074 |
| Total Labor Cost | | | | | | | | | 12,115 |
| Fixed Fee | | | | | | | 15.00% | | 1,817 |
| Total Fee | | | | | | | | | 13,932 |
| Travel and Subsistence | | | | | | | | | 0 |
| Printing and Deliveries | | | | | | | | | 100 |
| Other Expenses | | | | | | | | | 0 |
| Estimated Expenses | | | | | | | | | 100 |
| Total Proposed Cost | | | | | | | | | 14,032 |
| Explanation: | | | | | | | | | |
| Other | | | | | | | | | |
| Other | | | | | | | | | |
| Other | | | | | | | | | |
| Other | | | | | | | | | |

Coffeen Fricke

| | Principal | Senior Associate | Associate | Admin | | | | Total Hours | Fee Estimate |
|---|-----------|------------------|-----------|-------|-------|-----------------------------------|---------|-------------|--------------|
| Rates | 55.93 | 31.09 | 23.49 | 18.50 | 0.00 | 0.00 | 0.00 | | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | | |
| Years | 7 | 7 | 7 | 7 | 7 | 7 | 7 | | |
| Current Rates | 66.48 | 36.96 | 27.92 | 21.99 | 0.00 | 0.00 | 0.00 | | |
| Design | | | | | | | | | |
| Establish design requirements | 1 | | | | | | | 1 | 66 |
| Preliminary design | | 2 | | | | | | 2 | 74 |
| Confirm preliminary design | 0.5 | | | | | | | 1 | 33 |
| Modify construction documents | 0.5 | 2 | 6 | | | | | 9 | 275 |
| Meetings | | | | | | | | 0 | 0 |
| Coordinate disciplines | | | | | | | | 0 | 0 |
| Other | | | | | | | | 0 | 0 |
| Total Design | | | | | | | | 12 | 448 |
| Construction Administration | | | | | | | | | |
| Review submittals | 0.5 | | 1 | | | | | 2 | 61 |
| Additional site coordination | | | | | | | | 0 | 0 |
| Other | | | | | | | | 0 | 0 |
| Total Construction Administration | | | | | | | | 2 | 61 |
| General | | | | | | | | | |
| Proposal preparation | 0.8 | | | 0.1 | | | | 1 | 55 |
| Other | | | | | | | | 0 | 0 |
| Total General | | | | | | | | 1 | 55 |
| Total Direct Salary Costs | | | | | | | | 14 | 565 |
| Labor and General & Administrative Overhead | | | | | | Percentage of Direct Salary Costs | 173.24% | | 979 |
| Total Labor Cost | | | | | | | | | 1,544 |
| Fixed Fee | | | | | | | 15.00% | | 232 |
| Total Fee | | | | | | | | | 1,776 |
| Travel and Subsistence | | | | | | | | | 0 |
| Printing and Deliveries | | | | | | | | | 0 |
| Other Expenses | | | | | | | | | 0 |
| Estimated Expenses | | | | | | | | | 0 |
| Total Proposed Cost | | | | | | | | | 1,776 |
| Explanation: | | | | | | | | | |
| Other | | | | | | | | | |
| Other | | | | | | | | | |
| Other | | | | | | | | | |
| Other | | | | | | | | | |

Carol Naughton & Assoc

| | Principal | Project Manager | Partner Designer | Senior Designer | Junior Designer | Production/Support | Total Hours | Fee Estimate |
|---|-----------|-----------------|------------------|-----------------|-----------------|-----------------------------------|-------------|--------------|
| Rates | 150.00 | 120.00 | 100.00 | 80.00 | 60.00 | 60.00 | 0.00 | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | |
| Years | 7 | 7 | 7 | 7 | 7 | 7 | 7 | |
| Current Rates | 178.30 | 142.64 | 118.87 | 95.09 | 71.32 | 71.32 | 0.00 | |
| Design | | | | | | | | |
| Establish design requirements | | | | | | | 0 | 0 |
| Preliminary design | | | | | | | 0 | 0 |
| Confirm preliminary design | | | | | | | 0 | 0 |
| Modify construction documents | | 4 | | | | 6 | 10 | 998 |
| Meetings | | | | | | | 0 | 0 |
| Coordinate disciplines | | | | | | | 0 | 0 |
| Other | | | | | | | 0 | 0 |
| Total Design | | | | | | | 10 | 998 |
| Construction Administration | | | | | | | | |
| Review submittals | | 4 | | | | 6 | 10 | 998 |
| Additional site coordination | | | | | | | 0 | 0 |
| Other | | | | | | | 0 | 0 |
| Total Construction Administration | | | | | | | 10 | 998 |
| General | | | | | | | | |
| Proposal preparation | | | | | | | 0 | 0 |
| Other | | | | | | | 0 | 0 |
| Total General | | | | | | | 0 | 0 |
| Total Direct Salary Costs | | | | | | | 20 | 1,997 |
| Labor and General & Administrative Overhead | | | | | | Percentage of Direct Salary Costs | 0.00% | 0 |
| Total Labor Cost | | | | | | | | 1,997 |
| Fixed Fee | | | | | | | 0.00% | 0 |
| Total Fee | | | | | | | | 1,997 |
| Travel and Subsistence | | | | | | | | 0 |
| Printing and Deliveries | | | | | | | | 0 |
| Other Expenses | | | | | | | | 0 |
| Estimated Expenses | | | | | | | | 0 |
| Total Proposed Cost | | | | | | | | 1,997 |
| Explanation: | | | | | | | | |
| Other | | | | | | | | |
| Other | | | | | | | | |
| Other | | | | | | | | |
| Other | | | | | | | | |

Greteman Group

| | Principal | Project Manager | Creative Director | Art Director | Designer | Copywriter | Production Artist | Total Hours | Fee Estimate |
|---|-----------|-----------------|-------------------|--------------|----------|------------|-----------------------------------|-------------|--------------|
| Rates | 150.00 | 100.00 | 150.00 | 125.00 | 115.00 | 125.00 | 75.00 | | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | | |
| Years | 7 | 7 | 7 | 7 | 7 | 7 | 7 | | |
| Current Rates | 178.30 | 118.87 | 178.30 | 148.59 | 136.70 | 148.59 | 89.15 | | |
| Design | | | | | | | | | |
| Establish design requirements | | | | | | | | 0 | 0 |
| Preliminary design | | | | | | | | 0 | 0 |
| Confirm preliminary design | | | 2 | | | | | 2 | 357 |
| Modify construction documents | | | | | 4 | | | 4 | 547 |
| Meetings | | | | | | | | 0 | 0 |
| Coordinate disciplines | | | | | | | | 0 | 0 |
| Other | | | | | | | | 0 | 0 |
| Total Design | | | | | | | | 6 | 903 |
| Construction Administration | | | | | | | | | |
| Review submittals | | | | | | | | 0 | 0 |
| Additional site coordination | | | | | | | | 0 | 0 |
| Other | | | | | | | | 0 | 0 |
| Total Construction Administration | | | | | | | | 0 | 0 |
| General | | | | | | | | | |
| Proposal preparation | | | | | | | | 0 | 0 |
| Other | | | | | | | | 0 | 0 |
| Total General | | | | | | | | 0 | 0 |
| Total Direct Salary Costs | | | | | | | | 6 | 903 |
| Labor and General & Administrative Overhead | | | | | | | Percentage of Direct Salary Costs | 0.00% | 0 |
| Total Labor Cost | | | | | | | | | 903 |
| Fixed Fee | | | | | | | | 0.00% | 0 |
| Total Fee | | | | | | | | | 903 |
| Travel and Subsistence | | | | | | | | | 0 |
| Printing and Deliveries | | | | | | | | | 50 |
| Other Expenses | | | | | | | | | 0 |
| Estimated Expenses | | | | | | | | | 50 |
| Total Proposed Cost | | | | | | | | | 953 |
| Explanation: | | | | | | | | | |
| Other | | | | | | | | | |
| Other | | | | | | | | | |
| Other | | | | | | | | | |
| Other | | | | | | | | | |

Lightworks

| | | KV | AE | KG | | | | Total Hours | Fee Estimate |
|---|---------------|------|--------|-------|-------|-----------------------------------|-------|-------------|--------------|
| | Current Rates | 0.00 | 115.00 | 95.00 | 95.00 | 0.00 | 0.00 | 0.00 | |
| Design | | | | | | | | | |
| Establish design requirements | | 1 | 2 | | | | | 3 | 305 |
| Preliminary design | | 4 | 6 | | | | | 10 | 1,030 |
| Confirm preliminary design | | 2 | 4 | | | | | 6 | 610 |
| Modify construction documents | | 2 | 6 | | | | | 8 | 800 |
| Meetings | | 2 | | | | | | 2 | 230 |
| Coordinate disciplines | | | | | | | | 0 | 0 |
| Other | | | | | | | | 0 | 0 |
| Total Design | | | | | | | | 29 | 2,975 |
| Construction Administration | | | | | | | | | |
| Review submittals | | | | | | | | 0 | 0 |
| Additional site coordination | | | | | | | | 0 | 0 |
| Other | | | | | | | | 0 | 0 |
| Total Construction Administration | | | | | | | | 0 | 0 |
| General | | | | | | | | | |
| Proposal preparation | | 2 | | | | | | 2 | 230 |
| Other | | | | | | | | 0 | 0 |
| Total General | | | | | | | | 2 | 230 |
| Total Direct Salary Costs | | | | | | | | 31 | 3,205 |
| Labor and General & Administrative Overhead | | | | | | Percentage of Direct Salary Costs | 0.00% | | 0 |
| Total Labor Cost | | | | | | | | | 3,205 |
| Fixed Fee | | | | | | | 0.00% | | 0 |
| Total Fee | | | | | | | | | 3,205 |
| Travel and Subsistence | | | | | | | | | 0 |
| Printing and Deliveries | | | | | | | | | 0 |
| Other Expenses | | | | | | | | | 0 |
| Estimated Expenses | | | | | | | | | 0 |
| Total Proposed Cost | | | | | | | | | 3,205 |
| Explanation: | | | | | | | | | |
| Other | | | | | | | | | |
| Other | | | | | | | | | |
| Other | | | | | | | | | |
| Other | | | | | | | | | |

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
 Estimated Cost of Consultant's Services
 HNTB Architecture

7/24/2013

Pier Drilling Additional Scope
 Additional Services Request No. 47
 HNTB Project 34912

| 1. Direct Salary Costs | <u>Hours</u> | <u>Avg Rate</u> | <u>Cost</u> |
|---|--------------|-----------------|-------------|
| Total Direct Salary Costs | 7 | \$64.94 | \$455 |
| 2. Labor and General & Administrative Overhead | | | |
| Percentage of Direct Salary Costs | 148.13% | | \$673 |
| 3. Total Labor Cost - Subtotal of Items 1 and 2 | | | \$1,128 |
| 4. Fixed Fee | 15.00% | | \$169 |
| 5. Subtotal of Items 3 and 4 | | | \$1,297 |
| 6. Direct Non-Salary Expenses | | | |
| Transportation and Subsistence | | 0 | |
| Printing and Deliveries | | 20 | |
| Other Expenses | | 0 | |
| Total Direct Non-salary Expenses | | | \$20 |
| 7. Subtotal of Items 5 and 6 | | | \$1,317 |
| 8. Subconsultant Costs | | | |
| HNTB (Milwaukee) | | 9,470 | |
| Dudley Williams Associates | | 994 | |
| | | | 10,464 |
| Total Proposed Cost | | | 11,781 |
| Separate cost for first trip | | | 5,682 |
| Total | | | 17,463 |

HNTB

| | Architect- ure Principal | Senior Terminal Planner | Project Manager | Senior Project Architect | Project Architect | Architect | Clerical/ CAD | Total Hours | Fee Estimate |
|---|--------------------------------|-------------------------------|--------------------|--------------------------------|----------------------|-----------|------------------|---|-----------------|
| Rates | 93.81 | 89.00 | 55.91 | 50.29 | 37.63 | 28.34 | 20.51 | | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | | |
| Years | 8 | 8 | 8 | 8 | 8 | 8 | 8 | | |
| Current Rates | 114.30 | 108.44 | 68.12 | 61.27 | 45.85 | 34.53 | 24.99 | | |
| Consultation | | | | | | | | | |
| Site trips | | | | | | | | 0 | \$0 |
| Re-design | | | | | | | | 0 | \$0 |
| Other consultation | | | 2 | | 1 | | | 3 | \$182 |
| | | | | | | | | 0 | \$0 |
| | | | | | | | | 0 | \$0 |
| | | | | | | | | 0 | \$0 |
| Total Consultation | 0 | 0 | 2 | 0 | 1 | 0 | 0 | 3 | \$182 |
| Other | | | | | | | | | |
| | | | | | | | | 0 | \$0 |
| | | | | | | | | 0 | \$0 |
| | | | | | | | | 0 | \$0 |
| Total Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| Other | | | | | | | | | |
| | | | | | | | | 0 | \$0 |
| | | | | | | | | 0 | \$0 |
| | | | | | | | | 0 | \$0 |
| Total Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| General | | | | | | | | | |
| Proposal | | | 2 | | | | | 2 | \$136 |
| Project Management | | | 2 | | | | | 2 | \$136 |
| Total General | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 4 | \$272 |
| Total Direct Salary Costs | | | | | | | | 7 | \$455 |
| Labor and General & Administrative Overhead | | | | | | | | Percentage of Direct Salary Costs 148.13% | 673 |
| Total Labor Cost | | | | | | | | | 1,128 |
| Fixed Fee | | | | | | | | 15.00% | 169 |
| Total Fee | | | | | | | | | 1,297 |
| Travel and Subsistence | | | | | | | | | 0 |
| Printing and Deliveries | | | | | | | | | 20 |
| Other Expenses | | | | | | | | | 0 |
| Estimated Expenses | | | | | | | | | 20 |
| Total Proposed Cost | | | | | | | | | 1,317 |
| Explanation: | | | | | | | | | |

HNTB (Milwaukee)

| | Principal - Geotech | Project Manager - Geotech | Senior Engineer - Geotech | Junior Engineer - Geotech | Technicia n - Geotech | Clerical - Geotech | | Fee Estimate |
|--|------------------------|---------------------------------|---------------------------------|---------------------------------|-----------------------------|-----------------------|--|-----------------|
| | Total Hours | | | | | | | |
| Rates | 63.20 | 44.35 | 30.62 | 26.75 | 25.36 | 20.52 | | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | |
| Years | 8 | 8 | 8 | 8 | 8 | 8 | 8 | |
| Current Rates | 77.00 | 54.04 | 37.31 | 32.59 | 30.90 | 25.00 | 0.00 | |
| Consultation | | | | | | | | |
| Site trips | 18.75 | | | | | | 18.75 | \$1,444 |
| Re-design | 9.5 | 4 | 12 | | | | 25.5 | \$1,395 |
| Other consultation | 1 | | | | | | 1 | \$77 |
| | | | | | | | 0 | \$0 |
| | | | | | | | 0 | \$0 |
| | | | | | | | 0 | \$0 |
| Total Consultation | 29.25 | 4 | 12 | 0 | 0 | 0 | 45 | \$2,916 |
| Other | | | | | | | | |
| | | | | | | | 0 | \$0 |
| | | | | | | | 0 | \$0 |
| | | | | | | | 0 | \$0 |
| Total Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| Other | | | | | | | | |
| | | | | | | | 0 | \$0 |
| | | | | | | | 0 | \$0 |
| | | | | | | | 0 | \$0 |
| Total Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| General | | | | | | | | |
| Proposal | | | | | | | 0 | \$0 |
| Project Management | | | | | | | 0 | \$0 |
| Total General | | | | | | | 0 | \$0 |
| Total Direct Salary Costs | | | | | | | 45 | \$2,916 |
| Labor and General & Administrative Overhead | | | | | | | Percentage of Direct Salary Costs 148.13% | \$4,320 |
| Total Labor Cost | | | | | | | | \$7,236 |
| Fixed Fee | | | | | | | 15.00% | \$1,085 |
| Total Fee | | | | | | | | \$8,321 |
| Travel and Subsistence | 1 site trip | | | | | | | \$1,149 |
| Printing and Deliveries | | | | | | | | \$0 |
| Other Expenses | | | | | | | | \$0 |
| Estimated Expenses | | | | | | | | \$1,149 |
| Total Proposed Cost | | | | | | | | \$9,470 |
| Explanation: | | | | | | | | |
| Other | | | | | | | | |
| Other | | | | | | | | |
| Other | | | | | | | | |
| Other | | | | | | | | |

DWA

| | Principal | Senior Engineer | Engineer | Intern Engineer | Tech | Clerical | Total Hours | Fee Estimate |
|---|-----------|-----------------|----------|-----------------|----------|-----------------------------------|-------------|--------------|
| Rates | 0.00 | 38.43 | 31.03 | 22.51 | 22.51 | 21.10 | 0.00 | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | |
| Years | 7 | 7 | 7 | 7 | 7 | 7 | 7 | |
| Current Rates | 0.00 | 45.68 | 36.88 | 26.76 | 26.76 | 25.08 | 0.00 | |
| Consultation | | | | | | | | |
| Site trip | | 5 | | | | | 5 | \$228 |
| Re-design | | 5 | | | | | 5 | \$228 |
| Other consultation | | | | | | | 0 | \$0 |
| | | | | | | | 0 | \$0 |
| | | | | | | | 0 | \$0 |
| | | | | | | | 0 | \$0 |
| Total Consultation | 0 | 0 | 0 | 0 | 0 | 0 | 10 | \$457 |
| Other | | | | | | | | |
| | | | | | | | 0 | \$0 |
| | | | | | | | 0 | \$0 |
| | | | | | | | 0 | \$0 |
| Total Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| Other | | | | | | | | |
| | | | | | | | 0 | \$0 |
| | | | | | | | 0 | \$0 |
| | | | | | | | 0 | \$0 |
| Total Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| General | | | | | | | | |
| Proposal | | | | | | | 0 | \$0 |
| Project Management | | | | | | | 0 | \$0 |
| Total General | | | | | | | 0 | \$0 |
| Total Direct Salary Costs | | | | | | | 10 | \$457 |
| Labor and General & Administrative Overhead | | | | | | Percentage of Direct Salary Costs | 89.20% | \$407 |
| Total Labor Cost | | | | | | | | \$864 |
| Fixed Fee | | | | | | | 15.00% | \$130 |
| Total Fee | | | | | | | | \$994 |
| Travel and Subsistence | | | | | | | | \$0 |
| Printing and Deliveries | | | | | | | | \$0 |
| Other Expenses | | | | | | | | \$0 |
| Estimated Expenses | | | | | | | | \$0 |
| Total Proposed Cost | | | | | | | | \$994 |
| Explanation: | | | | | | | | |
| Other | | | | | | | | |
| Other | | | | | | | | |
| Other | | | | | | | | |
| Other | | | | | | | | |

HNTB (Milwaukee)

| | Principal - Geotech | Project Manager - Geotech | Senior Engineer - Geotech | Junior Engineer - Geotech | Technicia n - Geotech | Clerical - Geotech | | Fee Estimate |
|---|------------------------|---------------------------------|---------------------------------|---------------------------------|-----------------------------|-----------------------|---|-----------------|
| | Total Hours | | | | | | | |
| Rates | 63.20 | 44.35 | 30.62 | 26.75 | 25.36 | 20.52 | | |
| Annual escalation | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | 2.50% | |
| Years | 8 | 8 | 8 | 8 | 8 | 8 | 8 | |
| Current Rates | 77.00 | 54.04 | 37.31 | 32.59 | 30.90 | 25.00 | 0.00 | |
| Consultation | | | | | | | | |
| Site trip | 21 | | | | | | | \$1,617 |
| | | | | | | | | \$0 |
| | | | | | | | | \$0 |
| | | | | | | | | \$0 |
| | | | | | | | | \$0 |
| | | | | | | | | \$0 |
| Total Consultation | 21 | 0 | 0 | 0 | 0 | 0 | 0 | \$1,617 |
| Other | | | | | | | | |
| | | | | | | | | \$0 |
| | | | | | | | | \$0 |
| | | | | | | | | \$0 |
| Total Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| Other | | | | | | | | |
| | | | | | | | | \$0 |
| | | | | | | | | \$0 |
| | | | | | | | | \$0 |
| Total Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| General | | | | | | | | |
| Proposal | | | | | | | | \$0 |
| Project Management | | | | | | | | \$0 |
| Total General | | | | | | | | \$0 |
| Total Direct Salary Costs | | | | | | | 21 | \$1,617 |
| Labor and General & Administrative Overhead | | | | | | | Percentage of Direct Salary Costs 148.13% | \$2,395 |
| Total Labor Cost | | | | | | | | \$4,012 |
| Fixed Fee | | | | | | | 15.00% | \$602 |
| Total Fee | | | | | | | | \$4,614 |
| Travel and Subsistence | 1 site trip | | | | | | | \$1,068 |
| Printing and Deliveries | | | | | | | | \$0 |
| Other Expenses | | | | | | | | \$0 |
| Estimated Expenses | | | | | | | | \$1,068 |
| Total Proposed Cost | | | | | | | | \$5,682 |
| Explanation: | | | | | | | | |
| Other | | | | | | | | |
| Other | | | | | | | | |
| Other | | | | | | | | |
| Other | | | | | | | | |

City of Wichita
City Council Meeting
September 24, 2013

TO: Wichita Airport Authority

SUBJECT: Electrical Equipment and Cabling, Substation A Improvements, Package 25
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the budget increase.

Background: This project is Phase 3 of the electrical and communications systems upgrades which began with the installation of electrical duct banks in 2009. The project makes improvements to the Airport-owned electrical distribution system including upgrading electrical equipment in Substation A, installing electrical cabling and making changes to improve the system's efficiencies and services. The project also expands the Airport's communication infrastructure into campus facilities. Professional Engineering Consultants (PEC) was chosen to provide engineering and design services through the Staff Screening Selection process in 2009. This phase is included in the Capital Improvement Program and was initiated on June 5, 2012, with an initial budget of \$500,000 to cover consultant and other early project services.

Analysis: This project is an enabling project for the new terminal and parking garage and will install the equipment and cabling prior to the opening of these facilities.

Financial Considerations: With design complete, the project budget will need to be increased in order to move into the construction phase. Once the construction phase services agreement, scope, and fees are established, that agreement will be presented for approval. A budget increase of \$2,300,000 is requested bringing the total budget to \$2,800,000. The project will be paid for with available funds of the Airport and the issuance of General Obligation bonds repaid with Airport revenue.

Legal Considerations: This project will not utilize Federal funds, therefore allowing the Wichita Airport Authority to follow normal City of Wichita procurement procedures.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the budget adjustment and authorize the necessary signatures.

Attachments: None.